

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, FEBRUARY 7, 2022, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Chris Hall, Elevation Church  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the January 17, 2022 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**  
*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 9) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 10) Presentations and Proclamations**
  - a) Presentations
    1. State of the City Address by Mayor Poll
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
  - a) Budget Amendment No. 53 – To Reappropriate an Additional \$1645.55 of Budgetary Authority to Provide Funding for COVID-19 Related Expenses and Recognize the Associated Revenue from the Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Grant
  - b) DDA Budget Amendment No. 1 – To Appropriate \$101,900.00 of Budgetary Authority to Provide Funding for the 28<sup>th</sup> Street Feasibility Study as Approved by the Wyoming Downtown Development Authority Board at Their January 11, 2022 Meeting

**14) Consent Agenda**

**15) Resolutions**

- a) To Appoint Jodi Yenchar to the Indigent Defense Administration Board
- b) To Authorize the Write-Off of Delinquent 2015 City Property Taxes

**16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**

- c) To Engage Adams & Associates Appraisal Company, LLC for Appraisal Services for Three Property Tax Appeals
- d) To Approve Engagement of Dickinson Wright PLLC for Property Tax Appeal Legal Services
- e) To Accept a Quote from Gametime c/o Sinclair Recreation for the Purchase of Play Equipment at Frog Hollow Park and to Authorize the Mayor and City Clerk to Execute the Contract
- f) To Accept a Quote from Gametime c/o Sinclair Recreation for the Purchase of Play Equipment and Grandstand Benches at Lamar Park and to Authorize the Mayor and City Clerk to Execute the Contract
- g) To Accept a Quote from Gametime c/o Sinclair Recreation for the Purchase of Play Equipment at Hillcroft Park and to Authorize the Mayor and City Clerk to Execute the Contract
- h) To Accept a Quote from Gametime c/o Sinclair Recreation for the Purchase of Play Equipment at Pinery Park and to Authorize the Mayor and City Clerk to Execute the Contract
- i) To Extend the Bid for Isolated Asphalt Patching to Superior Asphalt, Inc.
- j) To Authorize the Purchase of Maintenance Equipment, Approve the Attached Budget Amendment, and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 55)
- k) To Accept a Quote from Actuator Specialties for the Purchase of Two 42” Ball Valve Actuator Drive Sleeves and to Authorize the Mayor and City Clerk to Execute the Contract
- l) To Accept a Proposal from Solomon Diving, Inc. for Repair Services and Underwater Inspection Services and to Authorize the Mayor and City Clerk to Execute the Contract
- m) To Approve Change Order Number Four for the Burlingame Water Storage Tanks and Pump Station Construction Project
- n) To Approve a Scope Revision to the Water Treatment Plant Discharge Piping Improvements Project and to Approve the Attached Budget Amendment (Budget Amendment No. 54)
- o) To Approve Change Order Number One for the Water Treatment Plant Discharge Piping Improvements Project
- p) To Accept a Quote from Core Technology for TIMS Import Software from LexisNexis DORS Product and Related Services and to Authorize the Mayor and City Clerk to Execute the Agreement
- q) To Extend Spring Bids
  - 1. Sand
  - 2. Topsoil
- r) For Award of Bid and to Authorize the Mayor and City Clerk to Execute the Contract
  - 1. On-line Filter Turbidimeters

**17) Ordinances**

- 4-22 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-401B in Article 4B (First Reading)
- 5-22 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-424B in Article 4B (First Reading)
- 6-22 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-1305 in Article 11, Division 3 (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

*This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.*

**20) Closed Session** (as necessary)

**21) Adjournment**



**WYOMING DOWNTOWN DEVELOPMENT AUTHORITY BUDGET AMENDMENT**

**Date:** February 7, 2022

**Budget Amendment No. 001**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$101,900.00 of budgetary authority to provide funding for the 28th Street Feasibility Study as approved by the Wyoming Downtown Development Authority Board at their January 11, 2022 meeting.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b>Downtown Development Authority</b>				
General Government - Economic Development - Professional Services				
995-000-72800-801.000	-	101,900.00		101,900.00
Fund Balance/Working Capital (Fund 995)		<u>-</u>	<u>101,900.00</u>	

Recommended: Jodi Yenchar  
Finance Director

C. J. P. A.  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the Downtown Development Authority budget for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

I hereby certify that at a \_\_\_\_\_ meeting of the Wyoming City Council duly held on \_\_\_\_\_ the foregoing budget amendment was approved.

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT JODI YENCHAR TO THE INDIGENT  
DEFENSE ADMINISTRATION BOARD

WHEREAS:

1. Wyoming as the court funding unit for the 62-A District Court, Walker and Grandville as the court funding units for the 59<sup>th</sup> District Court, and Kentwood as the court funding unit for the 62-B District Court collaboratively worked to address their respective obligations under the Michigan indigent defense commission act, 2013 PA 93, MCL 780.981 *et seq.* (“PA 93”), securing a single grant from the Michigan Indigent Defense Commission (**MIDC**) for use, in conjunction with their respective “local shares,” to fund indigent defense services and administration.
2. The cities last year signed a memorandum of understanding forming the Indigent Defense Administration Board (**IDAB**) to oversee an indigent defense administration and indigent defense in the courts.
3. The IDAB consists of two people from each of the four city funding units.
4. Kate Balfourt is leaving the City of Wyoming to pursue other opportunities.
5. The city appreciates her representation on this board.

NOW, THEREFORE, BE IT RESOLVED:

1. Jodi Yenchar is appointed to serve as a representative on the IDAB.
2. All resolutions and parts of resolutions are, to the extent any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

TO AUTHORIZE THE WRITE-OFF OF  
DELINQUENT 2015 CITY PROPERTY TAXES

WHEREAS:

1. Delinquent personal property taxes remain outstanding for the 2015 tax year.
2. Per Public Act 206 (Property Tax Act) of the State of Michigan, delinquent personal property taxes that have been outstanding five years or more may be written off.
3. The City Treasurer's Office has made a diligent attempt to collect the outstanding balances and believes that the delinquent amounts will not be recovered.
4. The City Treasurer's Office is requesting City Council to approve the write-off of \$11.89 in delinquent 2015 personal property ad valorem taxes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the write-off of \$11.89 in delinquent 2015 personal property taxes.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

2015 Delinquent Personal Property Tax List

## STAFF REPORT

Date: February 2, 2022  
Subject: Write-Off of 2015 Delinquent Personal Property Taxes  
From: Andrea Boot, Treasurer  
Meeting Date: February 7, 2022

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### **RECOMMENDATION:**

It is recommended that City Council authorize the write-off of 2015 delinquent personal property taxes in the amount of \$11.89 pursuant to Public Act 206 (Property Tax Act).

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The City Treasurer is charged with collecting all property taxes billed to property owners and businesses. To keep collection cost reasonable, PA 206 (Property Tax Act) allows for personal property taxes delinquent for five years or more to be written off if the Treasurer determines that they are uncollectable.

### **DISCUSSION:**

According to PA 206 (Property Tax Act) 211.56a, delinquent personal property taxes may be written off after being delinquent for five years. The write-off procedure requires a resolution from each taxing jurisdiction granting its permission. I am seeking permission to write off the delinquent 2015 City ad valorem taxes in the amount of \$11.89. An itemized listing is attached for your reference. Once City Council has passed a resolution, the documentation must be approved by the District Court. Rather than burden the Court with petitions from each jurisdiction, the Kent County Treasurers Association compiles the resolutions from each unit and presents it as one approval by the Judge.

### **BUDGET IMPACT:**

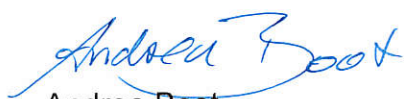
This write-off will reduce the overall City tax revenue by \$11.89.

January 10, 2022

**STATEMENT OF ATTEMPT TO COLLECT DELINQUENT PERSONAL  
PROPERTY TAXES**

As Treasurer of the City of Wyoming, I, and my predecessors in office, have exercised due diligence in an effort to collect the personal property taxes listed in the Tax Report attached to this Statement. These efforts have included sending multiple past-due tax notices, the placing of telephone calls, and personal collection visits, to the persons and/or businesses contained in said Tax Report.

To the best of my knowledge and information, the personal property taxes listed in this Tax Report are, and remain, uncollectable, and should be stricken from the tax roll.



Andrea Boot  
Treasurer

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

02/01/2022  
04:17 PM  
By: haneya

DELINQUENT TAXES LEFT TO PAY FOR CITY OF WYOMING

Page: 1/1  
DB: Wyoming

Tax Year: 2015 Calculated As of: 2/2/2022  
POPULATION: All Records

Owner Parcel #	Tax Year	Tax Due	Intrst Due	Admin Due	Penalty	Other Fees	Total Due
SKINADDICTS TATTOOS 1511 CHICAGO DR SW WYOMING MI 49509 41-50-93-985-097	2015	53.40	4.93	0.52	0.08	0.00	58.93
TRIFECTA ATM NETWORKS LLC 17636 AZALEA CT BROWNSTOWN MI 48173 41-50-93-987-632	2015	3.66	2.64	0.03	0.11	0.00	6.44
2015	2	57.06	7.57	0.55	0.19	0.00	65.37
DLQ PARCEL COUNT	2	57.06	7.57	0.55	0.19	0.00	65.37

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ENGAGE ADAMS & ASSOCIATES APPRAISAL  
COMPANY, LLC FOR APPRAISAL SERVICES FOR THREE  
PROPERTY TAX APPEALS

WHEREAS:

1. The owner of two self-storage facilities and the owner Pinery Park Apartments have appealed to the Michigan Tax Tribunal (MTT) the 2021 taxable values for these properties.
2. About \$1.78 million in taxable value is in dispute in total.
3. Fair property taxation requires taxable values to be in appropriate relation to the true cash value of the property subject to constitutional and statutory limitations.
4. The City Attorney and City Assessor recommend engaging an appraiser to determine the true cash value of the property within a time needed to meet the valuation disclosure exchange date set by the MTT.
5. Adams & Associates Appraisal Company, LLC is highly recommended by assessors in other communities who have engaged that firm to appraise similar properties.
6. Adams & Associates Appraisal Company, LLC has submitted a proposal to produce an appraisal report and testify, if needed, in depositions or in the MTT hearing related to these tax appeals.
7. Sufficient funds are available in the Assessing-Professional Services fund – 101-209-200900-801.000 – to cover the anticipated costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The January 2 & 4, 2022 proposal letters from Adams & Associates Appraisal Company, LLC to provide three separate appraisal reports for the 2021 tax years for each specified property and to testify as needed at the rate of \$225 per hour is approved and the City Manager is authorized and direct to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contracts

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: January 21, 2022  
Subject: Appraisal contract for Self-Storages and Pinery Park Apts property tax appeal  
From: Scott Smith, City Attorney  
Meeting Date: February 7, 2022

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### **BACKGROUND:**

The owner of two Self-Storage facilities located at 525 36<sup>th</sup> St SW and 5097 South Division, and the owner of Pinery Park Apartments filed a 2021 property tax appeals with the Michigan Tax Tribunal. The valuation exchange date is July 6, 2022.

To adequately defend this appeal and protect its assessments of other similar facilities, the city will need an experienced valuation expert. Adams & Associates Appraisal Company, LLC is highly recommended by assessors in other communities who have engaged that firm to appraise similar properties. Services will include consultation, preparation of an appraisal report, and preparing for and testifying at the MTT hearing.

### **RECOMMENDATION:**

Adopt the Resolution Approving Engagement of Adams & Associates Appraisal Company, LLC for Property Tax Appeal Appraisal Services.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Defense of the tax appeal will help the city to ensure property tax assessments are fair for all.

Safety – The resolution will have no impact on safety.

Stewardship – Defense of the tax appeal preserves the property tax base for the city and other property taxing units.

### **BUDGET IMPACT:**

The Assessor's professional services fund has adequate funds to pay for the appraisal services.

## APPRAISAL SERVICES CONTRACT

This Appraisal Services Contract is made as of January 4, 2022 (the "Effective Date") between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (the "City") and Adams & Associates Appraisal Company, LLC, a Michigan Limited Liability Company of 791 Kenmoor SE, Suite B, Grand Rapids, MI 49509 ("Professional").

### RECITALS

A. Professional submitted a proposal, a copy of which is attached as Exhibit A (the "Proposal") to provide services consisting of providing an appraisal report for the following property: 2300 Newstead Ave SW, Wyoming, MI 49509 (41-17-11-252-051), together with related consulting services, hearing preparation services, and hearing testimony in accordance with the Proposal and this Contract (the "Services").

B. City wishes to engage Professional to provide the Services as provided in this Contract.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. **Services.** The Professional will perform the Services and will provide all qualified personnel, supplies and tools needed to perform them. Professional will perform its services under this Contract consistent with the standard of practice and care of other professionals performing similar services in Michigan.

2. **Payment.** The City will pay the Professional in accordance with the Proposal:

A. Amounts to be paid for services provided after completion of the appraisal report, including for consultation, hearing preparation, hearing testimony and other professional services to be provided by Mr. Adams shall be invoiced on a monthly basis for services provided the preceding month. All invoiced amounts shall be paid within 30 days of the City's receipt of the invoice. Professional must return to the City Finance Department at [accountspayable@wyominingmi.gov](mailto:accountspayable@wyominingmi.gov) an IRS W-9 form before starting work under this Contract.

B. Professional will provide drafts of portions of the appraisal report as they are completed with a complete draft provided not later than June 20, 2022, to allow the City Assessor and City Attorney an opportunity to review it for errors, omissions and clarity but not for review of Professional's conclusions as to the value of the subject property.

3. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials or courts of competent jurisdiction.

4. **Qualifications.** Professional represents and promises that:

A. Professional and Professional's personnel (as defined below) providing the Services have and will maintain (i) all licenses, registrations, certifications, memberships, and other approvals needed to perform such services in Michigan and (ii) the experience and other qualifications stated on Professional's website.

B. Neither Professional nor its owners, officers, shareholders, key employees, directors or members ("Professional's personnel"): (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or had a judgment against them for fraud or a criminal offense related to obtaining, attempting to obtain, or performing a public transaction or contract; violated federal or state antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, or made false statements, or received stolen property; (iii) are presently indicted for or otherwise criminally charged with any offenses stated in this certification; or (iv) had within 3-years preceding this Contract any public transaction terminated for cause or default.

C. Professional is not on and will remain off the Federal Excluded Parties List ("EPLS").

D. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

5. **Diversity and Inclusion.** Professional will not discriminate against an employee or applicant for employment in hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or another reason prohibited by law.

6. **Ethical Standards.** Professional (including Professional's personnel, and any parent, affiliate, or subsidiary) has not engaged in and will refrain from: (i) having an interest conflicting with this Contract; (ii) conduct creating an appearance of impropriety with respect to this Contract's award or performance; (iii) attempting or appearing to influence a City elected or appointed officer or employee by directly or indirectly offering anything of value; or (iv) paying or agreeing to pay anyone, other than its employees or consultants, consideration for this Contract's award. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or board/commission member except as already disclosed in writing to the City. Professional will promptly notify the City of a change in this status.

7. **Intellectual Property.** Professional represents and promises the sale or use of software, records or other intellectual property provided under or used to provide the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend all actions brought against the City or the City's officers or employees for alleged infringement of intellectual property rights by due to their use by Professional and will pay all costs, damages, and profits recoverable in any such action.

8. **Independence.** Professional is wholly independent of the City. None of Professional's personnel are or shall be represented to be City officers or employees. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

Professional is solely responsible for (i) the means and methods of providing the Services, (ii) the conduct and statements of Professional's personnel, (iii) compensation and benefits to be provided Professional's personnel for the Services, and (iv) injuries or property damage resulting from Professional's performance of the Services. Professional will hold the City and the City's officers and employees harmless from indemnify them for, and defend them against claims made by persons other than the City for personal injuries or property damage occurring as a result of Professional's Services, except for negligence or wrongdoing of the City or the City's officers or employees.

9. Insurance. Professional will maintain the following coverage:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence Limit and \$2,000,000 General Aggregate Limit
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person and \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Coverage shall be in accordance with Michigan law. Waiver of subrogation, except where waiver is prohibited by law.
<b>PROFESSIONAL LIABILITY INSURANCE</b>
The greater of \$250,000 or the amounts to be paid Professional for services under this Contract.
<b>EXCESS/UMBRELLA INSURANCE</b>
If required liability limits are obtained using an Excess or Umbrella Liability policy in addition to primary liability policy(ies) the Excess and/or Umbrella policy(ies) must follow the form of the primary policy(ies).

Upon the City's request, Professional will provide to the City copies of certificates of insurance, policies and endorsements.

10. Records. Professional will retain copies of records related to this Contract until at least December 31, 2027, and will, upon the City's request, allow inspection, auditing and copying of them.

11. Assignment/Beneficiaries. No right or duty of Professional under this Contract may be assigned or delegated without the City's prior written consent. No individuals or entities other than the parties are intended beneficiaries of this Contract.

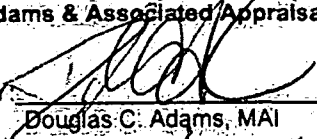
12. Interpretation. This is the only agreement between the parties regarding the Services and there are no other agreements, representations or warranties. This Contract can be amended only in writing signed by both the City and Professional.

The City and Professional have signed this Contract as of the Effective Date.

**CITY OF WYOMING**

**Adams & Associated Appraisal Company, LLC**

By: \_\_\_\_\_  
Curtis L. Holt, City Manager

BY:   
Douglas C. Adams, MAI

Date Signed: 1/26/2022

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 2022

Approved as to form:   
\_\_\_\_\_  
Scott G. Smith, Wyoming City Attorney

**Adams & Associates**  
Real Estate Appraisers and Consultants

January 4, 2022

Mr. Scott Engerson, MMAO  
City Assessor, City of Wyoming  
1155 28th Street SW  
Wyoming, MI 49509-0905

Re: Real Estate Appraisal of:  
Pinery Park Apartments  
2300 Newstead Avenue SW  
Wyoming, Michigan

Dear Mr. Engerson,

Per our recent conversation, I am providing the following quote for Adams & Associates Appraisal Company, LLC to appraise the above referenced real property. The purpose of the appraisal is to estimate the true cash value of the fee simple interest in the above mentioned real property, as of December 31, 2020. The intended use of the appraisal is to provide the City of Wyoming and the Michigan Tax Tribunal with an estimate of value to aid in determining the real property tax assessments and taxable values for the 2021 tax year. The appraisal will be presented in a narrative appraisal report format that is in compliance with the Uniform Standards of Professional Appraisal Practice.

The fee for preparing this appraisals is \$5,500. Provided that there are no delays in receiving the required information, or in accessing the property, delivery of the completed appraisal report is expected in Mid-June 2022. Payment is due within 10 days of receipt of the completed report.

The above fee is only for the completion of the above mentioned appraisal report and does not include the fees for any possible subsequent work such as preparing for, or testifying at, the Michigan Tax Tribunal.

To accept these terms and engage Adams & Associates in the appraisal of the above mentioned property, please sign and return this letter.

Sincerely,

  
Douglas C. Adams, MAI  
Adams & Associated Appraisal Company, LLC

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

791 Kenmoor SE, Suite B • Grand Rapids, Michigan 49546 • Phone: (616) 977-9500

## APPRAISAL SERVICES CONTRACT

This Appraisal Services Contract is made as of January 4, 2022 (the "Effective Date") between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (the "City") and Adams & Associates Appraisal Company, LLC, a Michigan Limited Liability Company of 791 Kenmoor SE, Suite B, Grand Rapids, MI 49509 ("Professional").

### RECITALS

- A. Professional submitted a proposal, a copy of which is attached as Exhibit A (the "Proposal") to provide services consisting of providing an appraisal report for the following property: 533 36<sup>th</sup> Street SW (aka 525 36<sup>th</sup> Street SW), Wyoming, MI (41-17-13-354-019), together with related consulting services, hearing preparation services, and hearing testimony in accordance with the Proposal and this Contract (the "Services").
- B. City wishes to engage Professional to provide the Services as provided in this Contract.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

- Services.** The Professional will perform the Services and will provide all qualified personnel, supplies and tools needed to perform them. Professional will perform its services under this Contract consistent with the standard of practice and care of other professionals performing similar services in Michigan.
- Payment.** The City will pay the Professional in accordance with the Proposal.
  - Amounts to be paid for services provided after completion of the appraisal report, including for consultation, hearing preparation, hearing testimony and other professional services to be provided by Mr. Adams shall be invoiced on a monthly basis for services provided the preceding month. All invoiced amounts shall be paid within 30 days of the City's receipt of the invoice. Professional must return to the City Finance Department at [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form before starting work under this Contract.
  - Professional will provide drafts of portions of the appraisal report as they are completed with a complete draft provided not later than June 20, 2022, to allow the City Assessor and City Attorney an opportunity to review it for errors, omissions and clarity but not for review of Professional's conclusions as to the value of the subject property.
- Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials or courts of competent jurisdiction.
- Qualifications.** Professional represents and promises that:
  - Professional and Professional's personnel (as defined below) providing the Services have and will maintain (i) all licenses, registrations, certifications, memberships, and other approvals needed to perform such services in Michigan and (ii) the experience and other qualifications stated on Professional's website.
  - Neither Professional nor its owners, officers, shareholders, key employees, directors or members ("Professional's personnel") (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or had a judgment against them for fraud or a criminal offense related to obtaining, attempting to obtain, or performing a public transaction or contract, violated federal or state antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, or made false statements, or received stolen property; (iii) are presently indicted for or otherwise criminally charged with any offenses stated in this certification; or (iv) had within 3-years preceding this Contract any public transaction terminated for cause or default.
  - Professional is not on and will remain off the Federal Excluded Parties List ("EPLS").
  - Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
- Diversity and Inclusion.** Professional will not discriminate against an employee or applicant for employment in hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or another reason prohibited by law.
- Ethical Standards.** Professional (including Professional's personnel, and any parent, affiliate, or subsidiary) has not engaged in and will refrain from: (i) having an interest conflicting with this Contract; (ii) conduct creating an appearance of impropriety with respect to this Contract's award or performance; (iii) attempting or appearing to influence a City elected or appointed officer or employee by directly or indirectly offering anything of value; or (iv) paying or agreeing to pay anyone, other than its employees or consultants, consideration for this Contract's award. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or board/commission member except as already disclosed in writing to the City. Professional will promptly notify the City of a change in this status.
- Intellectual Property.** Professional represents and promises the sale or use of software, records or other intellectual property provided under or used to provide the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend all actions brought against the City or the City's officers or employees for alleged infringement of intellectual property rights by due to their use by Professional and will pay all costs, damages, and profits recoverable in any such action.
- Independence.** Professional is wholly independent of the City. None of Professional's personnel are or shall be represented to be City officers or employees. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

Professional is solely responsible for (i) the means and methods of providing the Services, (ii) the conduct and statements of Professional's personnel, (iii) compensation and benefits to be provided Professional's personnel for the Services, and (iv) injuries or property damage resulting from Professional's performance of the Services. Professional will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them against claims made by persons other than the City for personal injuries or property damage occurring as a result of Professional's Services, except for negligence or wrongdoing of the City or the City's officers or employees.

9. Insurance. Professional will maintain the following coverage:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence Limit and \$2,000,000 General Aggregate Limit
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person and \$1,000,000 per occurrence
<b>WORKERS DISABILITY COMPENSATION</b>
Coverage shall be in accordance with Michigan law. Waiver of subrogation, except where waiver is prohibited by law.
<b>PROFESSIONAL LIABILITY INSURANCE</b>
The greater of \$250,000 or the amounts to be paid Professional for services under this Contract.
<b>EXCESS/UMBRELLA INSURANCE</b>
If required liability limits are obtained using an Excess or Umbrella Liability policy in addition to primary liability policy(ies) the Excess and/or Umbrella policy(ies) must follow the form of the primary policy(ies).

Upon the City's request, Professional will provide to the City copies of certificates of insurance, policies and endorsements.

10. Records. Professional will retain copies of records related to this Contract until at least December 31, 2027, and will, upon the City's request, allow inspection, auditing and copying of them.

11. Assignment/Beneficiaries. No right or duty of Professional under this Contract may be assigned or delegated without the City's prior written consent. No individuals or entities other than the parties are intended beneficiaries of this Contract.

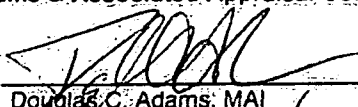
12. Interpretation. This is the only agreement between the parties regarding the Services and there are no other agreements, representations or warranties. This Contract can be amended only in writing signed by both the City and Professional.

The City and Professional have signed this Contract as of the Effective Date.

**CITY OF WYOMING**

**Adams & Associated Appraisal Company, LLC**

By: \_\_\_\_\_  
Curtis L. Holt, City Manager

BY:   
Douglas C. Adams, MAI  
Date Signed: 4/26/2022

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 2022

Approved as to form:   
\_\_\_\_\_  
Scott G. Smith, Wyoming City Attorney

**Adams & Associates**  
Real Estate Appraisers and Consultants

January 4, 2022

Mr. Scott Engerson, MMAO  
City Assessor, City of Wyoming  
1155 28th Street SW  
Wyoming, MI 49509-0905

Re: Real Estate Appraisal of  
Cubsmart Self Storage (parcel #41-17-13-354-019)  
533 36th Street SW (aka 525 36th Street SW)  
Wyoming, Michigan

Dear Mr. Engerson,

Per our recent conversation, I am providing the following quote for Adams & Associates Appraisal Company, LLC to appraise the above referenced real property. The purpose of the appraisal is to estimate the true cash value of the fee simple interest in the above mentioned real property, as of December 31, 2020. The intended use of the appraisal is to provide the City of Wyoming and the Michigan Tax Tribunal with an estimate of value to aid in determining the real property tax assessments and taxable values for the 2021 tax year. The appraisal will be presented in a narrative appraisal report format that is in compliance with the Uniform Standards of Professional Appraisal Practice.

The fee for preparing this appraisals is \$5,000. Provided that there are no delays in receiving the required information, or in accessing the property, delivery of the completed appraisal report is expected prior to July 6, 2022. Payment is due within 10 days of receipt of the completed report.

The above fee is only for the completion of the above mentioned appraisal report and does not include the fees for any possible subsequent work such as preparing for, or testifying at, the Michigan Tax Tribunal.

To accept these terms and engage Adams & Associates in the appraisal of the above mentioned property please sign and return this letter.

Sincerely,



Douglas C. Adams, MAI  
Adams & Associated Appraisal Company, LLC

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

## APPRAISAL SERVICES CONTRACT

This Appraisal Services Contract is made as of January 4, 2022 (the "Effective Date") between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (the "City") and Adams & Associates Appraisal Company, LLC, a Michigan Limited Liability Company of 791 Kenmoor SE, Suite B, Grand Rapids, MI 49509 ("Professional").

### RECITALS

- A. Professional submitted a proposal, a copy of which is attached as Exhibit A (the "Proposal") to provide services consisting of providing an appraisal report for the following property: 5099 S Division Ave (aka 5097 S Division Ave), Wyoming, MI (41-17-25-477-032), together with related consulting services, hearing preparation services, and hearing testimony in accordance with the Proposal and this Contract (the "Services").
- B. City wishes to engage Professional to provide the Services as provided in this Contract.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. **Services.** The Professional will perform the Services and will provide all qualified personnel, supplies and tools needed to perform them. Professional will perform its services under this Contract consistent with the standard of practice and care of other professionals performing similar services in Michigan.
2. **Payment.** The City will pay the Professional in accordance with the Proposal.
  - A. Amounts to be paid for services provided after completion of the appraisal report, including for consultation, hearing preparation, hearing testimony and other professional services to be provided by Mr. Adams shall be invoiced on a monthly basis for services provided the preceding month. All invoiced amounts shall be paid within 30 days of the City's receipt of the invoice. Professional must return to the City Finance Department at [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form before starting work under this Contract.
  - B. Professional will provide drafts of portions of the appraisal report as they are completed with a complete draft provided not later than July 6, 2022, to allow the City Assessor and City Attorney an opportunity to review it for errors, omissions and clarity but not for review of Professional's conclusions as to the value of the subject property.
3. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials or courts of competent jurisdiction.
4. **Qualifications.** Professional represents and promises that:
  - A. Professional and Professional's personnel (as defined below) providing the Services have and will maintain (i) all licenses, registrations, certifications, memberships, and other approvals needed to perform such services in Michigan and (ii) the experience and other qualifications stated on Professional's website.
  - B. Neither Professional nor its owners, officers, shareholders, key employees, directors or members ("Professional's personnel"): (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or had a judgment against them for fraud or a criminal offense related to obtaining, attempting to obtain, or performing a public transaction or contract; violated federal or state antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, or made false statements, or received stolen property; (iii) are presently indicted for or otherwise criminally charged with any offenses stated in this certification; or (iv) had within 3-years preceding this Contract any public transaction terminated for cause or default.
- C. Professional is not on and will remain off the Federal Excluded Parties List ("EPLS").
- D. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. **Diversity and Inclusion.** Professional will not discriminate against an employee or applicant for employment in hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or another reason prohibited by law.
6. **Ethical Standards.** Professional (including Professional's personnel and any parent, affiliate, or subsidiary) has not engaged in and will refrain from: (i) having an interest conflicting with this Contract; (ii) conduct creating an appearance of impropriety with respect to this Contract's award or performance; (iii) attempting or appearing to influence a City elected or appointed officer or employee by directly or indirectly offering anything of value; or (iv) paying or agreeing to pay anyone, other than its employees or consultants, consideration for this Contract's award. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or board/commission member except as already disclosed in writing to the City. Professional will promptly notify the City of a change in this status.
7. **Intellectual Property.** Professional represents and promises the sale or use of software, records or other intellectual property provided under or used to provide the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend all actions brought against the City or the City's officers or employees for alleged infringement of intellectual property rights by due to their use by Professional and will pay all costs, damages, and profits recoverable in any such action.
8. **Independence.** Professional is wholly independent of the City. None of Professional's personnel are or shall be represented to be City officers or employees. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

Professional is solely responsible for (i) the means and methods of providing the Services, (ii) the conduct and statements of Professional's personnel; (iii) compensation and benefits to be provided Professional's personnel for the Services; and (iv) injuries or property damage resulting from Professional's performance of the Services. Professional will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them against claims made by persons other than the City for personal injuries or property damage occurring as a result of Professional's Services, except for negligence or wrongdoing of the City or the City's officers or employees.

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<b>COMMERCIAL GENERAL LIABILITY</b>
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Coverage shall be in accordance with Michigan law. Waiver of subrogation, except where waiver is prohibited by law.
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The City and Professional have signed this Contract as of the Effective Date.

**CITY OF WYOMING**

**Adams & Associated Appraisal Company, LLC**

By: \_\_\_\_\_  
Curtis L. Holt, City Manager

BY:   
Douglas C. Adams, MAI

Date Signed: 1/26, 2022

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 2022

Approved as to form:   
\_\_\_\_\_  
Scott G. Smith, Wyoming City Attorney

**Adams & Associates**  
Real Estate Appraisers and Consultants

January 4, 2022

Mr. Scott Engerson, MMAO  
City Assessor, City of Wyoming  
1155 28th Street SW  
Wyoming, MI 49509-0905

Re: Real Estate Appraisal of  
Devon Self Storage (parcel #41-17-25-477-032)  
5099 S Division Avenue (aka 5097 S Division Avenue)  
Wyoming, Michigan

Dear Mr. Engerson,

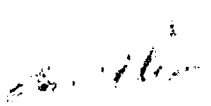
Per our recent conversation, I am providing the following quote for Adams & Associates Appraisal Company, LLC to appraise the above referenced real property. The purpose of the appraisal is to estimate the true cash value of the fee simple interest in the above mentioned real property, as of December 31, 2020. The intended use of the appraisal is to provide the City of Wyoming and the Michigan Tax Tribunal with an estimate of value to aid in determining the real property tax assessments and taxable values for the 2021 tax year. The appraisal will be presented in a narrative appraisal report format that is in compliance with the Uniform Standards of Professional Appraisal Practice.

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The above fee is only for the completion of the above mentioned appraisal report and does not include the fees for any possible subsequent work such as preparing for, or testifying at, the Michigan Tax Tribunal.

To accept these terms and engage Adams & Associates in the appraisal of the above mentioned property please sign and return this letter.

Sincerely,

  
Douglas C. Adams, MAI  
Adams & Associated Appraisal Company, LLC

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE ENGAGEMENT OF DICKINSON WRIGHT  
PLLC FOR PROPERTY TAX APPEAL LEGAL SERVICES

WHEREAS:

1. Multiple taxable value cases are being appealed to the Michigan Tax Tribunal (MTT).
2. The City Attorney's office has multiple ongoing projects that preclude it from having uninterrupted time needed to prepare for and attend multi-day MTT hearings or the City Attorney, City Manager and City Assessor concur that special legal expertise may be valuable on particular MTT matters.

NOW, THEREFORE, BE IT RESOLVED:

1. The engagement of Dickinson Wright PLLC to act as counsel or co-counsel for the City on those MTT matters that the City Attorney, in collaboration with the City Assessor and City Manager may direct, at the rate of \$250 per hour is approved and the City Manager is authorized and directed to sign an engagement letter on behalf of the City.
2. Funds in the Assessing-Professional Services fund – 101-209-200900-801.000 – are sufficient to pay the anticipated costs.
3. All resolutions and parts of resolutions are, to the extent conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                      No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Appraisal Services Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: January 31, 2022  
Subject: Engaging co-counsel for property tax appeals  
From: Scott Smith, City Attorney  
Meeting Date: February 7, 2022

---

### **BACKGROUND:**

The City Attorney's office has multiple ongoing projects that preclude it from having uninterrupted time needed to prepare for and attend multi-day Michigan Tax Tribunal (MTT) hearings. The City Attorney, City Manager and City Assessor concur that special legal expertise may be valuable on particular MTT matters.

Therefore, we need some additional attorney resources to commit to the MTT matters. Assessor Engerson has worked with Dickinson Wright PLLC in the past. They have submitted a proposal to represent the city at a rate of \$250 per hour, currently estimating that work on multiple tasks would total in a range between \$20,000 and \$30,000, depending on the length of the hearings, whether post-hearing briefs are filed and other matters.

The engagement of Dickinson Wright PLLC to act as counsel or co-counsel for the city on those MTT matters that the City Attorney, in collaboration with the City Assessor and City Manager, determines. The City Manager is authorized and directed to sign an engagement letter on behalf of the city.

### **RECOMMENDATION:**

Adopt the Resolution Approving Engagement of Dickinson Wright PLLC for Tax Appeal Legal Services.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Defense of the tax appeal will help the city ensure property tax assessments are fair for all.

Safety – The resolution will have no impact on safety.

Stewardship – Defense of tax appeals preserves property tax base for the city and other taxing units.

### **BUDGET IMPACT:**

The Assessor's professional services fund has adequate funds to pay for these services.



123 W. ALLEGAN STREET, SUITE 900  
LANSING, MI 48933-1816  
TELEPHONE: (517) 371-1730  
FACSIMILE: (844) 670-6009  
<http://www.dickinsonwright.com>

RYAN M. SHANNON  
[RShannon@dickinsonwright.com](mailto:RShannon@dickinsonwright.com)  
(517) 487-4719

January 31, 2022

VIA E-MAIL

Scott G. Smith  
City Attorney, City of Wyoming  
1155 28<sup>th</sup> St. SW, PO Box 905  
Wyoming, MI 49509-0905  
[smithsg@wyomingmi.gov](mailto:smithsg@wyomingmi.gov)

Re: Retention between Dickinson Wright PLLC and City of Wyoming

Dear Mr. Smith,

Scope of Engagement. This letter will confirm the terms of our agreement to provide the City of Wyoming assistance and legal representation, as may be requested by the City from time to time, in connection with appeals filed by property owners and others in the Michigan Tax Tribunal. Our representation of the City in particular appeals remains subject to our ability to clear ethical conflicts to our satisfaction and we reserve the right to decline a representation in a particular appeal on a case-by-case basis whether due to such a conflict or otherwise at our discretion.

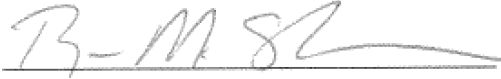
Staffing and Rates. I will serve as the supervising and responsible member at the rate of \$250 an hour. We will assign other members, associates, and paralegals, as needs suggest, at rates not to exceed my own. The firm reserves the right to review and increase rates annually.

Billing. We will submit statements on a monthly basis for time and disbursements. Remittance within 30 days is expected. Third-party invoices in excess of \$1000 will be sent directly to the City for payment.

Dickinson Wright's Standard Terms of Engagement are attached and made a part of this retention. To the extent of any conflict between the Standard Terms of Engagement and this letter, this letter shall control. Please countersign (or have the appropriate official countersign) this letter and return it to me to confirm our retention under the above and incorporated terms and conditions.

Sincerely,

DICKINSON WRIGHT PLLC

A handwritten signature in cursive script, appearing to read "R-M Shannon", is written over a horizontal line.

Ryan M. Shannon

Accepted:

By: \_\_\_\_\_  
City of Wyoming

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

**Dickinson Wright PLLC**  
**Standard Terms of Engagement**

We are pleased that you have retained Dickinson Wright PLLC to provide legal services. Below are the standard terms of engagement in relation to any matter on which you retain us, unless otherwise set forth in your engagement letter and subject always to applicable rules of professional conduct. Please review this document carefully and retain it with your files. If you have any questions about how our legal services will be provided, how you will be billed, the scope of our representation or any other matter related to our representation of you, please contact a member of the Firm promptly.

**1. The Scope of Our Services.** Our engagement letter to you sets forth the specific matter for which representation will be provided and the scope of our services. The services we will provide to you may be varied by agreement during the course of the matter. Our services will not include advice on tax-related issues unless and to the extent specifically requested by you and included in the scope of our representation.

At times we may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by our knowledge of the facts at the time the opinion is rendered, the present state of the law and, at times, factors that are unknown or beyond our control. Although we will use our best professional judgment, we cannot guarantee the outcome of any matter.

**2. Primary Attorney.** The primary attorney(s) responsible for your client relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals or non-legal professionals possessing special knowledge or experience to improve efficiency.

Our invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

**3. The Client.** Dickinson Wright PLLC will provide representation for only the person(s) or entity identified in our engagement letter. In matters related to corporations, partnerships and other entities, unless otherwise agreed in writing, our representation does not extend to officers, directors, employees, shareholders, partners, members or other individuals. Additionally, unless otherwise agreed in writing, our representation of an entity does not extend to its affiliates (such as parent, sister or subsidiary corporations).

**4. Client Responsibilities.** The client agrees to pay our statements for services and expenses as provided below. In addition, the client agrees to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. The client also agrees to make any necessary business and strategy decisions in a timely manner.

Because we need to be able to contact the client at all times regarding the representation, the client agrees to inform us, in writing, of any changes in the client's name, address, telephone number, contact person, email address, state of incorporation, and other relevant information regarding the client or its business. Whenever we need instructions or authorization to proceed with legal work on the client's behalf, we will contact the client at the most recent business address we have received. If the client affiliates with, acquires, is acquired by, or merges with another client, it will provide us with sufficient notice to permit us to withdraw as its lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

**5. Basis of Our Charges.** Unless other arrangements are made, our billing for legal services will be on a per-hour basis. Our standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on your matter(s) are available upon request. Our hourly rates are subject to periodic reviews and adjustments, and we reserve the right to revise our hourly rates in accordance with such general Firm reviews.

The Rules of Professional Conduct generally permit a law firm to consider the following factors in addition to regular hourly rates: the novelty and difficulty of the question involved; the skill requisite to perform the legal services; the likelihood that acceptance of a particular matter will preclude other representation; the fee customarily charged in the locality for similar services; the risk assumed by the firm in performing certain types of work, and the amount involved and results obtained. Time limitations imposed by the client or by other circumstances may also be considered in determining an appropriate fee. We reserve the right to consider all of these factors and submit a billing or billings in excess of the hourly rates quoted above.

We are often asked to provide estimates regarding the cost of our representation on a given matter. We are pleased to provide such estimates when, in our professional judgment, they can be made. Unless we agree in writing to perform a specific project for a fixed fee, an estimate will not represent a maximum, minimum or agreed charge.

**6. Reimbursement of Costs and Expenses.** In addition to our hourly fees, we may incur costs and disbursements on your behalf for which you will be obligated to reimburse us. It is our Firm policy to submit invoices for costs and disbursements charged by third parties in excess of \$1,500 to you for direct payment. Costs and disbursements of third parties incurred by the Firm on your behalf are billed without any administrative add-on. Costs incurred internally on your behalf are generally charged at predetermined standard rates: \$0.20 per copy, \$2.00 per first page, \$1.00 per subsequent pages for faxes and \$10.00 per month for each gigabyte of data stored in our litigation support document database. Computerized legal research (CALR) charges are billed at our legal research providers' standard retail rates. Please note, however, that the Firm pays for CALR on an annual Firm-wide, fixed-fee basis. Long distance phone charges are billed at tariff rates.

**7. Frequency of Billing.** We will bill you monthly for time and disbursements. Remittance within 30 days is expected. We reserve the right to impose a charge of 1% per month on accounts which are not paid within such 30-day period. If you have any questions on any invoice, please raise them with the member primarily responsible for the matter as soon as possible. If any portion or element of an invoice is questioned, the remainder of the invoice is to be paid within 30 days.

**8. Retainers.** Unless otherwise set forth in the engagement letter, it is understood that Dickinson Wright PLLC may withdraw amounts from the retainer at any time as may be necessary to satisfy outstanding invoices. If at any time the retainer proves insufficient to cover past due invoices or falls below the agreed amount, you will be called upon to replenish the retainer amount. Any unused portion of the retainer remaining after all legal services have been paid for will be refunded.

**9. Conflicts of Interest.** Conflicts of interest are a concern for Dickinson Wright PLLC and the clients we represent. We attempt to identify actual and potential conflicts at the outset of any engagement and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that is consistent with our professional responsibilities.

We will not represent any other client on any matter on which we are representing you unless we have your express agreement that we may do so and where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

We may also act generally for another client which, for you, is a market competitor.

**10. Liability Insurance Coverage.** It is your responsibility to ascertain whether you are covered by any relevant insurance in respect of either liability or legal expenses. If so, you are responsible to notify your insurer(s) of the claim or potential claim and our involvement as soon as possible. It is also your responsibility to inform us if you believe that you have insurance coverage for the specific matter for which we have been retained.

**11. Termination of Representation.** You may terminate our representation at any time, with or without reason. We have a right to discontinue providing services under certain circumstances, such as your failure to fulfill your financial obligations to us. Your termination of our representation in no way relieves you of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of our file materials.

Upon termination of our representation for any reason, we will return your papers, documents and other property to you upon receipt of your request for them. We may, and likely will, retain a copy of the materials returned to you. If you have outstanding invoices owing to the Firm, we may have the right to retain your documents if they are properly subject to a lien.

At such time as we have completed the scope of work for which we have been retained, we will consider our representation to have ended. If you later retain us to perform further or additional work, our future representation will be subject to the terms of and understanding set forth herein, unless other terms and conditions are expressly agreed to.

**12. Records Retention.** Subject to paragraph 11 above, any materials belonging to you will be returned to you at the conclusion of the engagement. Following the engagement, in accordance with Firm policies, applicable law and the applicable jurisdiction's Rules of Professional Conduct regarding ownership of files and file retention, we will retain our files relating to this matter for a period of years, after which time the files may be destroyed. We will make reasonable efforts to notify you prior to the destruction of any files. A reasonable charge may be imposed for any special requests pertaining to disposition or handling of our files.

**13. E-Mail and Cellular Phone Authorization.** Dickinson Wright PLLC is able to communicate with clients via electronic mail over the internet ("e-mail"), and many of our attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential and proprietary materials of the client may be intercepted by unauthorized third parties. Please be advised that in connection with the use of e-mail and cellular phones, (a) there is the risk of the loss of the attorney/client privilege and that sensitive, confidential or proprietary material may be inadvertently disclosed to unauthorized third parties; (b) the Firm standard for e-mail encryption is Transport Layer Security (TLS) protocol; and (c) you have the right to specifically direct Dickinson Wright PLLC not to send the client sensitive, confidential or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless you specifically provide direction to the contrary, your acceptance of our engagement letter will indicate your review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Dickinson Wright PLLC to utilize e-mail, to send information over the internet to communicate with you and with third parties, and to utilize cellular phones. By engaging our Firm, you agree to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. You retain the right to direct Dickinson Wright PLLC not to send specific items of information via the internet, by e-mail or over a cellular phone. This authorization shall remain in effect until revoked in writing.

**14. Post-Engagement Matters.** The client is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the client's future rights and liabilities. Unless the client engages us after the completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise the company on such issues or on future legal developments, including monitoring renewal or notice dates or similar deadline that may arise with respect to the matter.

**15. Entire Agreement.** The engagement letter and these Standard Terms of Representation constitute the entire understanding and agreement between the client identified in the engagement letter (the client) and this firm regarding our representation of the client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us. If any provision of the engagement letter or these Standard Terms of Representation is held by a court or other arbitrator to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. The client should review this document carefully and contact us promptly with any questions. The client should retain this document in its file.

**16. Privacy.** Dickinson Wright PLLC (the Firm) has a long-standing commitment to safeguarding information entrusted to us, including all personal data obtained during the course of business. We will use this personal data for purposes related to the scope of our services. If you would like to discontinue communication or have your personal data removed from our systems once our engagement has ended, please contact the Firm.

Please feel free to contact the attorney at the Firm responsible for the matters you have engaged us to address on your behalf if you have any questions regarding this policy.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM GAMETIME C/O SINCLAIR RECREATION  
FOR THE PURCHASE OF PLAY EQUIPMENT AT FROG HOLLOW PARK AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, the play equipment in the Beta play area of Frog Hollow Park is in need of replacement.
2. It is recommended the City Council accept a quote for the purchase of the play equipment from GameTime c/o Sinclair Recreation using MiDEAL contract pricing in the total estimated amount of \$21,016.09.
3. Funds for the purchase are available in account number 208-752-75600-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from GameTime c/o Sinclair Recreation for the purchase of play equipment at Frog Hollow Park in the total estimated amount of \$21,016.09.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract
- Drawings

## STAFF REPORT

Date: January 25, 2022

Subject: Frog Hollow Park Beta Play Area Equipment Replacement

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 7, 2022

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### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase of replacement play equipment for Frog Hollow Park using the MiDEAL contract #180000001296, a cooperative purchasing agreement with the State of Michigan, in the amount of \$21,016.09.

### **COMMUNITY. SAFETY. STEWARDSHIP:**

Well-maintained park and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. the City is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for residents.

### **DISCUSSION:**

Frog Hollow was initially opened to the public in 2005. It's play equipment is divided into three primary play spaces known as Alpha, Beta, and Gamma. The Beta play area is universally accessible and designed for sensory stimulation and youth engagement based upon developmental approaches for body awareness, auditory stimulation and cognitive development.

The play equipment is 17 years old and in need of replacement. This project is part of the City's park facility's capital improvement program.

Use of cooperative purchasing agreements through the State of Michigan save staff time, adheres to the City Purchasing Policy and, where appropriate, meets federal regulations for the use of prevailing wage (aka Davis-Bacon) requirements. This project is NOT a federally regulated project.

### **BUDGET IMPACT:**

The City Council set aside funding in the FY 2022 budget for this project. The funds are available in account number: 208-752-75600-975.000.

### **ATTACHMENTS:**

See attached renderings, illustrations, and pricing.

**CITY STANDARD CONTRACT**  
**CITY OF WYOMING, MICHIGAN**  
**(MORE THAN \$8,500)**

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means:

\_\_\_\_\_ [Name of contracting entity]  
A \_\_\_\_\_  
\_\_\_\_\_ [State and type of entity, e.g., corporation, limited liability company, etc.]  
\_\_\_\_\_ [Contractor's street address]  
\_\_\_\_\_ [Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: \_\_\_\_\_, 202\_\_.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

**TERMS AND CONDITIONS**

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

\_\_\_\_\_  
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]  
\_\_\_\_\_  
\_\_\_\_\_

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

**CITY OF WYOMING**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

\_\_\_\_\_  
[Contractor's name]

By: \_\_\_\_\_  
[Signature officer, director or principal of Contractor]

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion,

national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

## EXHIBIT B

Frog Hollow - Option Two - MiDEALS dated January 19, 2022.

Concrete Flat Work repair or replacement for "pod" locations is to be completed by others and is not included in Sinclair Recreation's quote.

Freestanding Panel Area to replace mirror panels

"Sinclair House" Area  
Roof is shown for reference only

Existing Play Area

Music Area

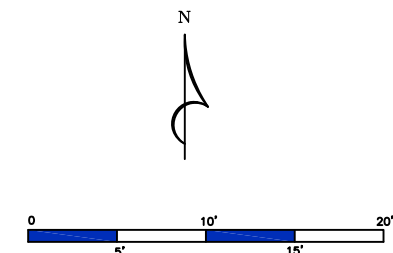
Viewer Finder Area

Existing Play Area

FROG SLIDE PUZZLE (BELOW) 90721  
METAL MIRROR PANEL 91147  
SENSORY WAVE PANEL W/ STAINED GLASS 91365  
POND EXPLORER SENSOR (20" - 30" - SIDED) 3070

LETTERS MAZE 90698  
INTERACTIVE PANEL NATURE 90444

HARMONIC CHIMES - SET OF 3 4676  
MELODY CHIMES 4677



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

City of Wyoming  
Frog Hollow Park - Opt 2  
Wyoming, MI  
Representative  
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	-	Required	-
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	-	Required	-
Total Accessible Ground Level Components Shown	-	Required	-
Total Different Types Of Ground Level Components	-	Required	-

This play equipment is recommended for children ages -

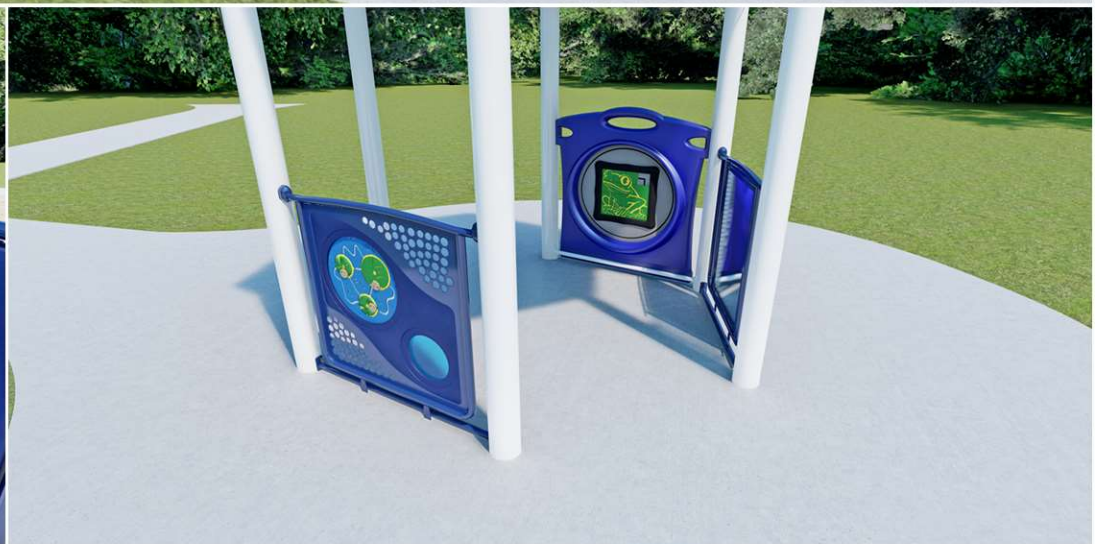
Minimum Area Required:  
Scale: 1" = 5'-0"  
This drawing can be scaled only when in an 24" x 36" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z614

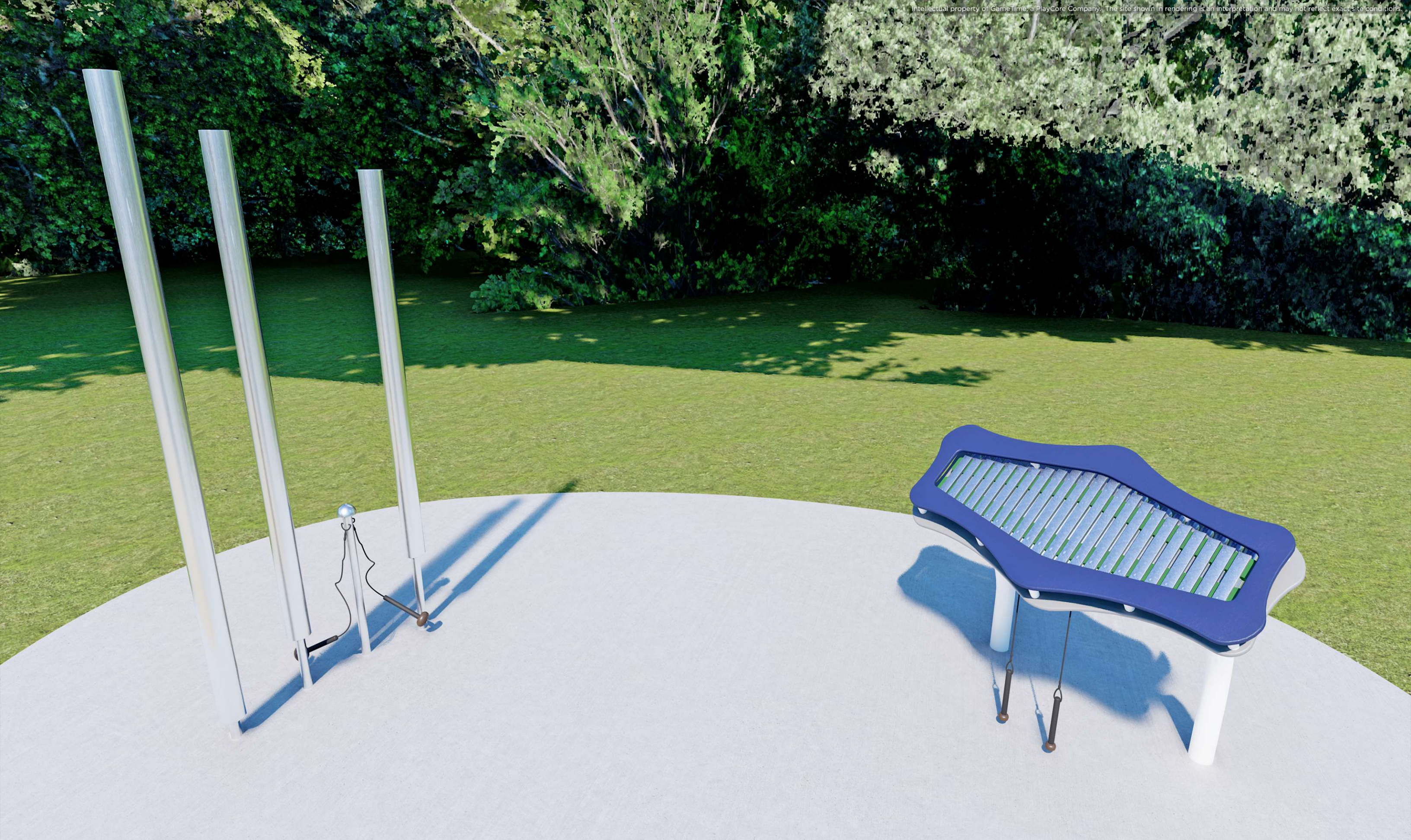
Drawn By: JLL  
Date: 01/19/2022  
Drawing Name: Wyoming - Frog Hollow Park - opt



City of Wyoming  
Frog Hollow Park - Option Two



City of Wyoming  
Frog Hollow Park - Option Two



City of Wyoming  
Frog Hollow Park - Option Two



Existing  
Play  
Area

# City of Wyoming Frog Hollow Park - Option Two



GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/19/2022  
 Quote #102358-01-10

## Frog Hollow - Option Two - MiDEALS

City of Wyoming  
 Attn: Rebecca Rynbrandt  
 P.O. Box 905  
 Wyoming, MI 49509-0905

Ship to Zip 49509

Quantity	Part #	Description	Unit Price	Amount
Sinclair House Area				
1	90721	GameTime - Frog Slide Puzzle-Gadget Pnl Below Dk	\$2,474.00	\$2,474.00
1	RDU	GameTime - Sensory Panel with Pond Explorer Insert	\$3,118.00	\$3,118.00
(1) 91365 -- Sensory Wave Panel w/ stained glass				
(1) 3970 -- Pond Explorer Sensor 20" with Back				
1	91147	GameTime - Metal Mirror Panel Above Deck	\$1,296.00	\$1,296.00
Music Area				
1	4676	GameTime - Harmonic Chimes (set of 3)	\$3,315.00	\$3,315.00
1	4677	GameTime - Melody Chimes	\$5,958.00	\$5,958.00
Freestanding Panel Area- Existing Uprights from the Mirror Panels will be re-used for the new panel inserts				
1	90698	GameTime - Letters Maze Below Deck	\$1,543.00	\$1,543.00
1	90444	GameTime - Nature Panel Below Dk	\$1,621.00	\$1,621.00
1	INSTALL	Installation - Installation of new panels, and music pieces- Installaition requires field drilling and insert installation	\$1,950.00	\$1,950.00
Contract: MIDeal Via OMNIA			<b>Sub Total</b>	\$21,275.00
			<b>Discount</b>	(\$3,592.00)
			<b>Material Surcharge</b>	\$2,681.34
			<b>Estimated Freight</b>	\$651.75
			<b>Total</b>	<b>\$21,016.09</b>

### Comments

Customer is responsible for concrete flat work repair/replacement and concrete removal

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment Terms: Payment in full, net 30 days subect to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past-due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.





GameTime c/o Sinclair Recreation  
PO Box 1409  
Holland, MI 49422-1409  
Ph: 800-444-4954  
Fax: 616-392-8634

01/19/2022  
Quote #102358-01-10

## Frog Hollow - Option Two - MiDEALS

Shipment: Order shall ship within 12-18 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE:** PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



GameTime c/o Sinclair Recreation  
PO Box 1409  
Holland, MI 49422-1409  
Ph: 800-444-4954  
Fax: 616-392-8634

01/19/2022  
Quote #102358-01-10

## Frog Hollow - Option Two - MiDEALS

### Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

**Please make P.O.s out to GameTime C/O Sinclair Recreation**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Amount: \$21,016.09

### REQUIRED ORDER INFORMATION:

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

(For Accounts Payable)

(To call before delivery)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM GAMETIME C/O SINCLAIR RECREATION FOR THE PURCHASE OF PLAY EQUIPMENT AND GRANDSTAND BENCHES AT LAMAR PARK AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, the play equipment and grandstand benches at Lamar Park are in need of replacement.
2. It is recommended the City Council accept a quote for the purchase of the play equipment and grandstand benches from GameTime c/o Sinclair Recreation using MiDEAL contract pricing in the total estimated amount of \$102,436.00.
3. Funds for the purchase are available in account number 208-752-75600-975.110 and 401-267-75600-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from GameTime c/o Sinclair Recreation for the purchase of play equipment and grandstand benches at Lamar Park in the total estimated amount of \$102,436.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract
- Drawings

## STAFF REPORT

Date: January 25, 2022

Subject: Lamar Park Grandstand Play Area Equipment Replacement

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 7, 2022

---

### RECOMMENDATION:

It is recommended that the City Council authorize the purchase of replacement play equipment and benches located at the Grandstand of Lamar Park using the MiDEAL contract #180000001296, a cooperative purchasing agreement with the State of Michigan, in the amount of \$102,436.

### COMMUNITY. SAFETY. STEWARDSHIP:

Well-maintained park and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. The City is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for residents.

### DISCUSSION:

The Lamar Park playground equipment being replaced was initially installed in 1997. Now 25 years old, the equipment is fully depreciated and replacement parts are no longer available. This project is part of the City's park facility's capital improvement program.

Use of cooperative purchasing agreements through the State of Michigan save staff time, adheres to the City Purchasing Policy and, where appropriate, meets federal regulations for the use of prevailing wage (aka Davis-Bacon) requirements. This project is NOT a federally regulated project.

### BUDGET IMPACT:

The City Council set aside funding in the FY 2022 budget for park capital projects, including playground equipment replacements. The funds are available in the following account numbers:

208-752-75600-975.110	Parks & Recreation Fund Lamar Playground Project (inc. benches)	\$40,500
401-267-75600-975.000	Library/Parks Capital Fund	\$61,936
<b>Total</b>		<b>\$102,436</b>

### ATTACHMENTS:

See attached renderings, illustrations, and pricing.

**CITY STANDARD CONTRACT**  
**CITY OF WYOMING, MICHIGAN**  
**(MORE THAN \$8,500)**

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means:

\_\_\_\_\_ [Name of contracting entity]  
A \_\_\_\_\_  
\_\_\_\_\_ [State and type of entity, e.g., corporation, limited liability company, etc.]  
\_\_\_\_\_ [Contractor's street address]  
\_\_\_\_\_ [Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: \_\_\_\_\_, 202\_\_.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

**TERMS AND CONDITIONS**

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

\_\_\_\_\_  
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]  
\_\_\_\_\_  
\_\_\_\_\_

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

**CITY OF WYOMING**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

\_\_\_\_\_  
[Contractor's name]

By: \_\_\_\_\_  
[Signature officer, director or principal of Contractor]

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion,

national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

## EXHIBIT B

Lamar Park - Option One - A MiDEALS dated January 19, 2022.

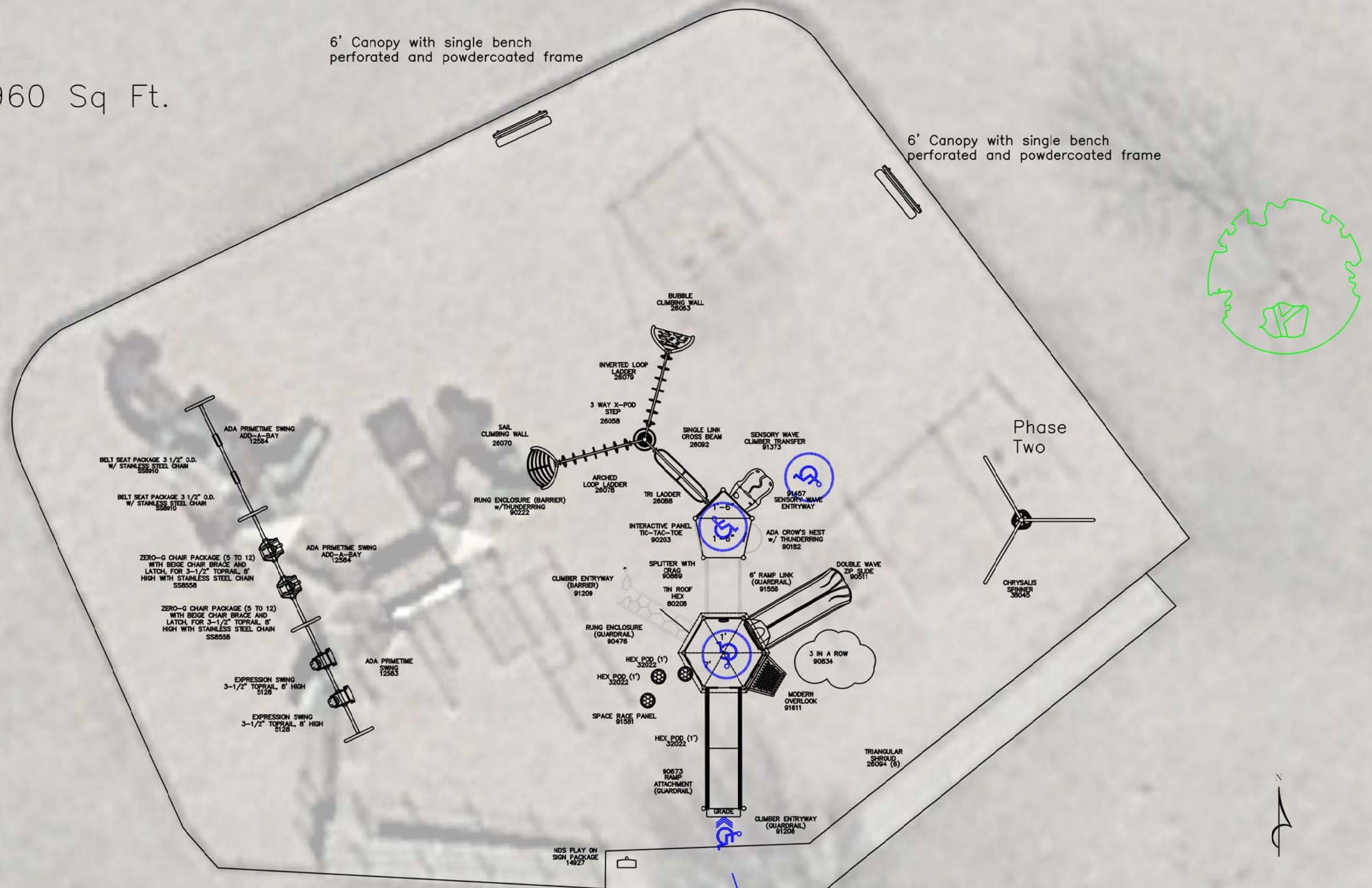
Lamar Park - Option One - A MiDEALS Phase Two dated January 19, 2022

Lamar Park Benches dated January 19, 2022

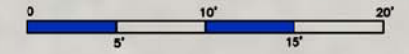
6,960 Sq Ft.

6' Canopy with single bench perforated and powdercoated frame

6' Canopy with single bench perforated and powdercoated frame



Phase Two



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

City of Wyoming  
Lamar Park - Option One  
Wyoming, MI  
Representative  
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	6	Required	0
Total Elevated Play Components Accessible By Ramp	6	Required	0
Total Elevated Components Accessible By Transfer	6	Required	3
Total Accessible Ground Level Components Shown	8	Required	2
Total Different Types Of Ground Level Components	5	Required	2

This play equipment is recommended for children ages  
5-12

Minimum Area Required:  
Existing  
Scale: See Scale  
This drawing can be scaled only when in an 24" x 36" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
ALW  
Date:  
1/6/2022  
Drawing Name:  
Wyoming - Lamar Park - Option C



# City of Wyoming Lamar Park Option One A





City of Wyoming  
Lamar Park Option One A



City of Wyoming  
Lamar Park Option One A

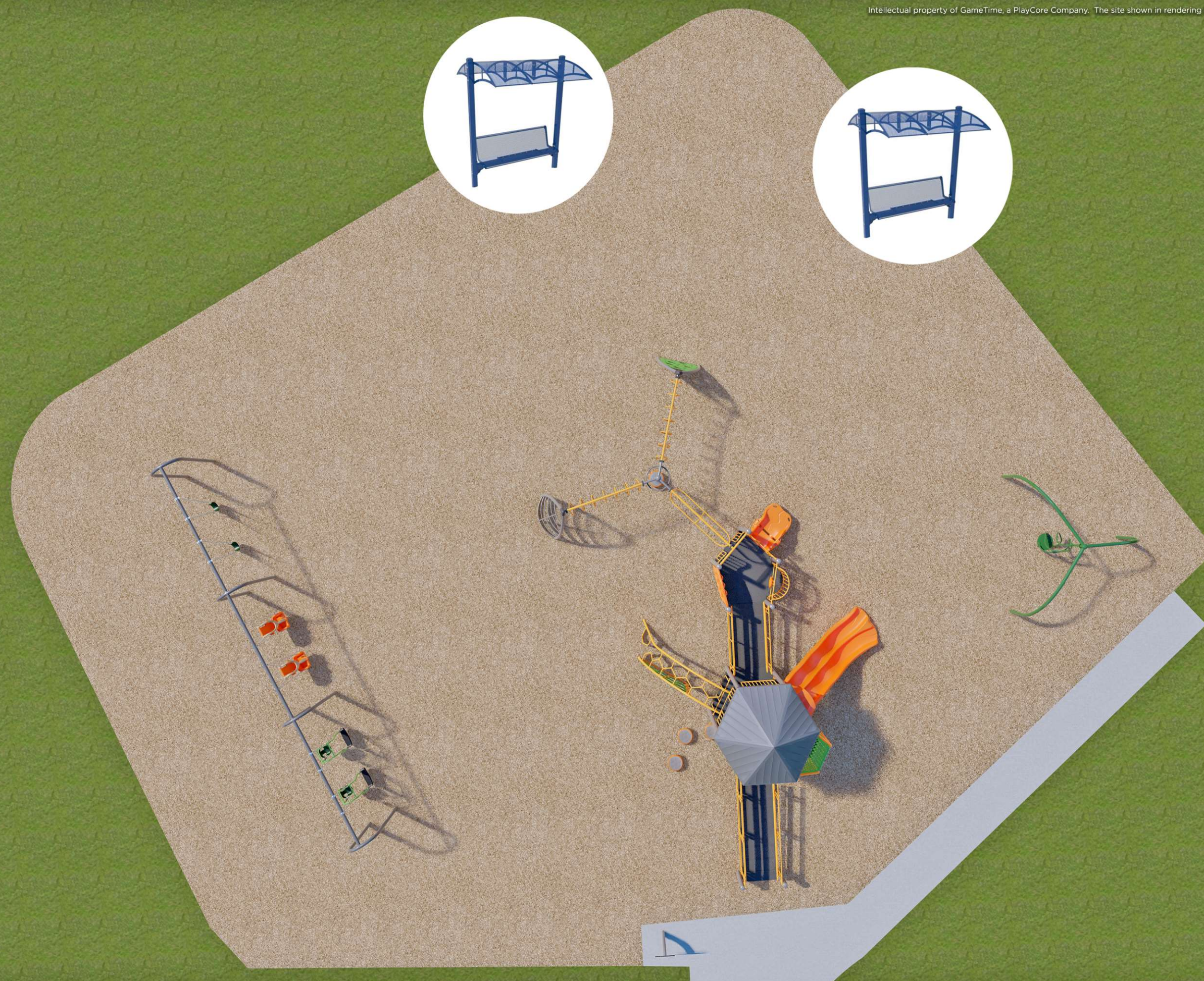


A PLAYCORE Company

[www.gametime.com](http://www.gametime.com)



[www.sinclair-rec.com](http://www.sinclair-rec.com)



# City of Wyoming Lamar Park Option One A



GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/19/2022  
 Quote #102358-01-12

## Lamar Park - Option One - A - MiDEALS

City of Wyoming  
 Attn: Rebecca Rynbrandt  
 P.O. Box 905  
 Wyoming, MI 49509-0905

Ship to Zip 49509

Quantity	Part #	Description	Unit Price	Amount
1	14927	GameTime - NDS Play On Sign Package		
1	RDU	GameTime - Swings with Seats	\$8,062.00	\$8,062.00
		(2) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(2) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(2) SS8558 -- 3 1/2" Zero-G Chair (5-12)-Stainless		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
6960	EWf (Engineered Wood Fiber)	GT-Impax - EWf Safety Surfacing - 4" Top Off Only - Does not include installation of EWf Top Off	\$0.55	\$3,828.00
1	INSTALL	Installation - Installation of new playground equipment, re-spreading of existing EWf, and installation of new EWf top off	\$22,500.00	\$22,500.00
1	RDU	GameTime - Custom Ramped Structure	\$73,256.00	\$73,256.00
		(1) 16803 -- Ada Wide Triangular Platform		
		(1) 16818 -- Trapezoid Deck		
		(1) 26058 -- 3 Way X-Pod Step		
		(1) 26063 -- Bubble Climbing Wall Attachment		
		(1) 26070 -- Sail Climbing Wall Attachment		
		(1) 26078 -- Arched Loop Ladder Overhead		
		(1) 26079 -- Inverted Loop Ladder Overhead		
		(1) 26088 -- Tri Ladder		
		(1) 26092 -- Ps Plus Single Link Cross Beam		
		(6) 26094 -- Triangular Shroud		
		(3) 32022 -- Hex Pod Step (1')		
		(1) 80206 -- Tin Roof Hex		
		(1) 80612 -- Deck Curb		
		(1) 90004 -- Two Piece Hex Deck		
		(1) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90182 -- Ada Crow'S Nest W/ Thunderring		
		(1) 90203 -- Tic-Tac-Toe Panel Above Dk		
		(1) 90222 -- Rung Encl Thunderring & Bar,Above Dk		
		(2) 90264 -- 6' Upright, Alum		
		(3) 90266 -- 8' Upright, Alum		
		(2) 90268 -- 10' Upright, Alum		





GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
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01/19/2022  
 Quote #102358-01-12

## Lamar Park - Option One - A - MiDEALS

Quantity	Part #	Description	Unit Price	Amount
		(2) 90271 -- 13' Upright, Alum		
		(1) 90476 -- Rung Enclosure W/Guardrail, Above Dk		
		(1) 90511 -- 7'/7'-6" Double Wave Zip Slide		
		(1) 90673 -- Ramp (Guardrail)		
		(1) 90869 -- Splitter 7'		
		(1) 91208 -- Climber Entryway - Guardrail		
		(2) 91209 -- Climber Entryway - Barrier		
		(1) 91373 -- PS Sensory Wave Transfer (1' & 1'6")		
		(1) 91457 -- Sensory Wave Entryway		
		(1) 91556 -- 6' Ramp Link (Guardrail)		
		(1) 91581 -- Space Race Panel		
		(1) 91611 -- Modern Overlook Climber		
		(2) G90271 -- 13' Upright, Galv		
		(2) G90272 -- 14' Upright, Galv		
		(1) 90834 -- 3-in-a-Row Game Gadget Panel (crawl th		
Contract: MIDeal Via OMNIA			<b>Sub Total</b>	\$107,646.00
			<b>Discount</b>	(\$35,128.02)
			<b>Material Surcharge</b>	\$11,432.02
			<b>Estimated Freight</b>	\$2,250.00
			<b>Total</b>	<b>\$86,200.00</b>

### Comments

Customer is responsible for removal of the existing structure including the concrete footings below grade. Removal of wooden berm by customer.

EWF will be pulled back to preserve as much as possible during the installation process and respread with an additional 4" Top Off once the equipment has been installed.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment Terms: Payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past-due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.





GameTime c/o Sinclair Recreation  
PO Box 1409  
Holland, MI 49422-1409  
Ph: 800-444-4954  
Fax: 616-392-8634

01/19/2022  
Quote #102358-01-12

## Lamar Park - Option One - A - MiDEALS

Shipment: Order shall ship within 12-18 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE:** PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/19/2022  
 Quote #102358-01-12

## Lamar Park - Option One - A - MiDEALS

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

**Please make P.O.s out to GameTime C/O Sinclair Recreation**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Amount: \$86,200.00

**REQUIRED ORDER INFORMATION:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

(For Accounts Payable)

(To call before delivery)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.





GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/19/2022  
 Quote #102358-01-13

## Lamar Park - Option One - A - MiDEALS - Phase Two

City of Wyoming  
 Attn: Rebecca Rynbrandt  
 P.O. Box 905  
 Wyoming, MI 49509-0905

Ship to Zip 49509

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Installation - Installation of new playground equipment	\$1,950.00	\$1,950.00
1	38045	GameTime - Chrysalis Spinner	\$4,802.00	\$4,802.00
Contract: MIDeal Via OMNIA			<b>Sub Total</b>	\$6,752.00
			<b>Discount</b>	(\$1,418.28)
			<b>Material Surcharge</b>	\$666.28
			<b>Total</b>	<b>\$6,000.00</b>

### Comments

Customer is responsible for removal of the existing structure including the concrete footings below grade. Removal of wooden berm by customer.

EWf will be pulled back to preserve as much as possible during the installation process and respread with an additional 4" Top Off once the equipment has been installed.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

**NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment Terms: Payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past-due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 12-18 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.**





GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/19/2022  
 Quote #102358-01-13

## Lamar Park - Option One - A - MiDEALS - Phase Two

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

**Please make P.O.s out to GameTime C/O Sinclair Recreation**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Amount: \$6,000.00

**REQUIRED ORDER INFORMATION:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_  
 (For Accounts Payable)

Tel: \_\_\_\_\_  
 (To call before delivery)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

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PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954 Fax: 616-392-8634

01/19/2022  
 Quote #102402-01-01

## Lamar Park Benches

City of Wyoming  
 Attn: Tim Montgomery  
 1155 - 28th St. SW, P.O. Box 905  
 Wyoming, MI 49509  
 Phone: 616-293-8460

Ship to Zip 49509

Quantity	Part #	Description	Unit Price	Amount
2	P321-P6	UltraSite - 6' Canopy w/ Single Bench, Perforated, PC Frame	\$3,080.00	\$6,160.00
1		UltraSite - Material Surcharge	\$1,356.00	\$1,356.00
1	INSTALL	Installation - Installation of Benches	\$2,000.00	\$2,000.00
			<b>Sub Total</b>	\$9,516.00
			<b>Freight</b>	\$720.00
			<b>Total</b>	<b>\$10,236.00</b>

### Comments

Includes supply and installation.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

**NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.**

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954 Fax: 616-392-8634

01/19/2022  
 Quote #102402-01-01

## Lamar Park Benches

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

P.O. No: \_\_\_\_\_

**Please make P.O.s out to GameTime C/O Sinclair Recreation**

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Purchase Amount: \$10,236.00

**REQUIRED ORDER INFORMATION:**

Bill To: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

(For Accounts Payable)

Email: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

(To call before delivery)

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

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Quote prepared by: Morgan Roman

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM GAMETIME C/O SINCLAIR RECREATION  
FOR THE PURCHASE OF PLAY EQUIPMENT AT HILLCROFT PARK AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, the play equipment at Hillcroft Park is in need of replacement.
2. It is recommended the City Council accept a quote for the purchase of the play equipment from GameTime c/o Sinclair Recreation using MiDEAL contract pricing in the total estimated amount of \$74,800.01.
3. Funds for the purchase are available in account number 256-400-69222-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from GameTime c/o Sinclair Recreation for the purchase of play equipment at Hillcroft Park in the total estimated amount of \$74,800.01.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract
- Drawings

## STAFF REPORT

Date: January 25, 2022

Subject: Hillcroft Park Play Equipment CDBG Capital Project

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 7, 2022

---

### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase of replacement play equipment for Hillcroft Park using the MiDEAL contract #180000001296, a cooperative purchasing agreement with the State of Michigan, in the amount of \$74,800.01.

- Project funded by a Community Development Block Grant (CDBG)

### **COMMUNITY. SAFETY. STEWARDSHIP:**

Well-maintained park and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. The City is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for residents.

### **DISCUSSION:**

Hillcroft Park playground equipment, installed in 1996, is 26 years old and in need of replacement. It is considered fully depreciated, and we are no longer able to purchase replacement parts. This project is part of the City's park facilities capital improvement program.

Use of cooperative purchasing agreements through the State of Michigan save staff time, adheres to the City Purchasing Policy and, where appropriate, meets federal regulations for the use of prevailing wage (aka Davis-Bacon) requirements. This project is a federally regulated project. Prevailing wage requirements apply.

### **BUDGET IMPACT:**

The City Council and HUD approved CDBG Annual Action Plan set aside funding in the FY 2022 budget for investment in park capital needs. The funds are available in account number: 256-400-69222-975.000.

### **ATTACHMENTS:**

See attached renderings, illustrations, and Prevailing Wage (aka Davis-Bacon) project pricing.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
**CITY OF WYOMING, MICHIGAN**  
**(MORE THAN \$8,500)**

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: PlayCore Wisconsin, Inc. a Wisconsin corporation, d/b/a GameTime, the Michigan agent of which is Sinclair Recreation, L.L.C.

\_\_\_\_\_  
[Name of contracting entity]  
A Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
PO Box 1409  
[Contractor's street address]  
Holland, MI 49422-1409  
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: Feb. 8, 2022.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

\_\_\_\_\_  
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

**CITY OF WYOMING**

**GameTime c/o Sinclair Recreation**

\_\_\_\_\_  
[Contractor's name]

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
[Signature officer, director or principal of Contractor]  
**Diane Sinclair, President**  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion,

national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

## EXHIBIT B

Hillcroft Park - Option Two - A MiDEALS dated January 19, 2022.



City of Wyoming  
Hillcroft Park - Option Two - A  
Wyoming, MI

Representative  
Sinclair Recreation

This list includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act).

Total Elevated Play Components

10

0 Required 0

Total Elevated Play Components Accessible By Ramp

10

9 Required 5

Total Elevated Components Accessible By Transfer

9

9 Required 3

Total Accessible Ground Level Components Shown

6

6 Required 3

Total Different Types Of Ground Level Components

This play equipment is recommended for children ages

5-12

Minimum Area Required Existing

Scale: See Scale

This drawing can be scaled only when in an 18" x 24" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:

ALW

Date:

1/5/2022

Drawing Name:

Wyoming - Hillcroft Park 2022 - O



Rendered in Custom Palette

**SAFETY**

The "PLAY" sign is a safety sign that provides information and instructions for the use of the playground equipment. It is designed to be a source of information and instruction for children and adults alike. It is designed to be a source of information and instruction for children and adults alike. It is designed to be a source of information and instruction for children and adults alike.

Read signposts carefully. Scan here and tell us how you used the signpost.

### City of Wyoming Hillcroft Park - Option Two-A



Rendered in Custom Palette



City of Wyoming  
Hillcroft Park - Option Two-A

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



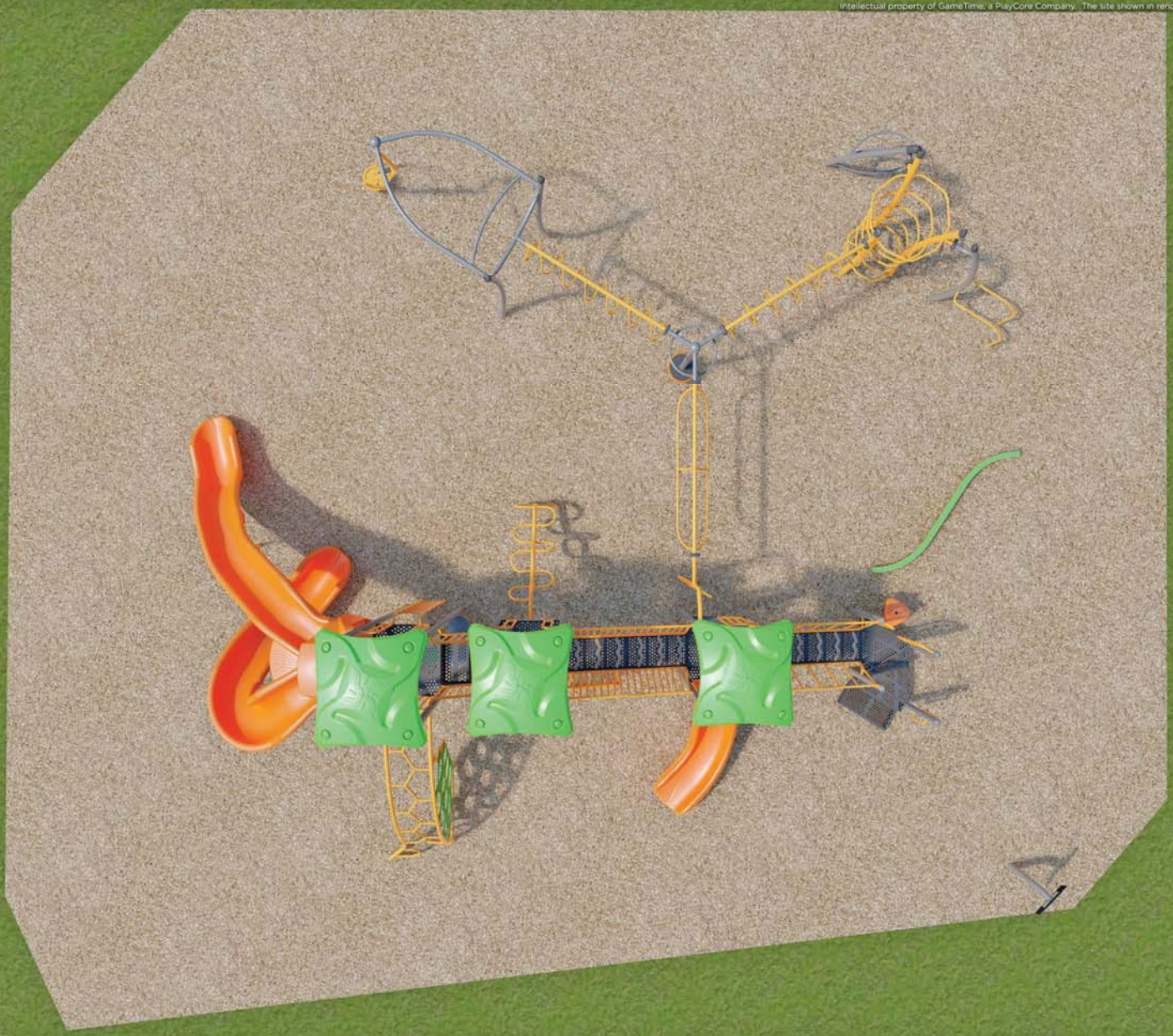
Rendered in Custom Palette

City of Wyoming  
Hillcroft Park - Option Two-A

 **SINCLAIR**  
RECREATION, LLC  
[www.sinclair-rec.com](http://www.sinclair-rec.com)

 **GameTime**  
A PLAYCORE Company  
[www.gametime.com](http://www.gametime.com)

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Palette

# City of Wyoming Hillcroft Park - Option Two-A





GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/19/2022  
 Quote #102358-01-15

## Hillcroft Park - Option 2 -A - MiDEALS

City of Wyoming  
 Attn: Rebecca Rynbrandt  
 P.O. Box 905  
 Wyoming, MI 49509-0905

Ship to Zip 49509

Quantity	Part #	Description	Unit Price	Amount
1	14927	GameTime - NDS Play On Sign Package		
2815	EWF (Engineered Wood Fiber)	GT-Impax - EWF Safety Surfacing - 4" Top Off Only - Does not include installation of EWF Top Off	\$0.55	\$1,548.25
1	INSTALL	Installation - Installation of new playground equipment, re-spreading of existing EWF, and installation of new EWF top off	\$21,950.00	\$21,950.00
1	RDU	GameTime - Custom PrimeTime / Xscape Hybrid Structure	\$67,312.00	\$67,312.00
		(1) 564 -- Curved Balance Beam		
		(1) 6233 -- Pod (2'-0")		
		(1) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(3) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(8) 12069 -- 3 1/2"Uprt Ass'Y Alum 14'		
		(3) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18337 -- 36" Tri Transfer Platform		
		(1) 18705 -- Seat And Table For Two 36"		
		(4) 18832 -- Umbra Roof Extension 2'		
		(4) 18833 -- Umbra Roof Extension 3'		
		(1) 19001 -- Entry Way		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		
		(1) 19062 -- Wavy Tree (5'-6" & 6')		
		(1) 19099 -- Schooner (7'-6" & 8')		
		(1) 19363 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(2) 19387 -- Right Curve Section Wilderslide li		
		(1) 19391 -- Support Wilderslide li		
		(1) 19424 -- Long Exit ( Use On 7' & 8' Slides)		
		(1) 19460 -- Spectacle Climber 6' - 6'6"		
		(1) 19698 -- Sloped Funnel Climber Barrier (Dbl)		
		(1) 19699 -- Sloped Funnel Climber Guardrail(Dbl)		
		(3) 19757 -- Umbra Square Roof		
		(12) 19762 -- Umbra Roof Plug		
		(1) 19801 -- Over 'N Under Wilderslide II		
		(1) 19806 -- Splitter 8'		
		(1) 26058 -- 3 Way X-Pod Step		





GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/19/2022  
 Quote #102358-01-15

## Hillcroft Park - Option 2 -A - MiDEALS

Quantity	Part #	Description	Unit Price	Amount
		(1) 26065 -- Hang Out Wall		
		(1) 26078 -- Arched Loop Ladder Overhead		
		(1) 26080 -- Stretched Loop Ladder		
		(1) 26088 -- Tri Ladder		
		(9) 26094 -- Triangular Shroud		
		(1) 26146 -- Cruise Rails		
		(1) 26159 -- 4'-0" Connectscape Climber		
		(1) 26170 -- Xcelerator		
		(1) 27064 -- Vessel 3 way		
		(4) G12077 -- 3 1/2" Uprt Ass'Y Galv 15'		
		(1) 18679 -- Bongos		
		(1) 19829 -- Grand Chimes		
Contract: MIDeal Via OMNIA			<b>Sub Total</b>	\$90,810.25
			<b>Discount</b>	(\$27,949.78)
			<b>Material Surcharge</b>	\$9,339.54
			<b>Estimated Freight</b>	\$2,600.00
			<b>Total</b>	<b>\$74,800.01</b>

### Comments

Customer is responsible for removal of the existing structure including the concrete footings below grade.

EWF will be pulled back to preserve as much as possible during the installation process and respread with an additional 4" Top Off once the equipment has been installed.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

NOTE: PRICING INCLUDES DAVIS BACON OR PREVAILING WAGE RATES.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment Terms: Payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past-due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 12-18 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.





GameTime c/o Sinclair Recreation  
PO Box 1409  
Holland, MI 49422-1409  
Ph: 800-444-4954  
Fax: 616-392-8634

01/19/2022  
Quote #102358-01-15

## Hillcroft Park - Option 2 -A - MiDEALS

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE:** PRICING **INCLUDES** DAVIS BACON OR PREVAILING WAGE RATES. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



GameTime c/o Sinclair Recreation  
PO Box 1409  
Holland, MI 49422-1409  
Ph: 800-444-4954  
Fax: 616-392-8634

01/19/2022  
Quote #102358-01-15

## Hillcroft Park - Option 2 -A - MiDEALS

### Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

**Please make P.O.s out to GameTime C/O Sinclair Recreation**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Amount: \$74,800.01

### REQUIRED ORDER INFORMATION:

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

(For Accounts Payable)

(To call before delivery)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

**NOTE: PRICING INCLUDES DAVIS BACON OR PREVAILING WAGE RATES. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.**



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM GAMETIME C/O SINCLAIR RECREATION  
FOR THE PURCHASE OF PLAY EQUIPMENT AT PINERY PARK AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, the play equipment at Pinery Park is in need of replacement.
2. It is recommended the City Council accept a quote for the purchase of the play equipment from GameTime c/o Sinclair Recreation using MiDEAL contract pricing in the total estimated amount of \$65,200.00.
3. Funds for the purchase are available in account number 256-400-69222-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from GameTime c/o Sinclair Recreation for the purchase of play equipment at Pinery Park in the total estimated amount of \$65,200.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contract  
Drawings

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: January 25, 2022

Subject: Pinery Park North Play Equipment CDBG Capital Project

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 7, 2022

---

### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase of replacement of play equipment located in the northern portion of Pinery Park using the MiDEAL contract #180000001296, a cooperative purchasing agreement with the State of Michigan, in the amount of \$65,200.

- Project funded by a Community Development Block Grant (CDBG)

### **COMMUNITY. SAFETY. STEWARDSHIP:**

Well-maintained park and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. The City is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for residents.

### **DISCUSSION:**

The Pinery Park playground equipment, installed in 2000, is 22 years old and in need of replacement. It is considered fully depreciated, and we have difficulties in purchasing replacement parts due to its age. This project is part of the City's park facilities capital improvement program. Initially scheduled for replacement in 2025, funds are currently available in the CDBG fund for park capital projects located within a targeted low/moderate income area.

Use of cooperative purchasing agreements through the State of Michigan save staff time, adheres to the City Purchasing Policy and, where appropriate, meets federal regulations for the use of prevailing wage (aka Davis-Bacon) requirements. This project is a federally regulated project. Prevailing wage requirements apply.

### **BUDGET IMPACT:**

The City Council and HUD approved CDBG Annual Action Plan set aside funding in the FY 2022 budget for investment in park capital needs. The funds are available in account number: 256-400-69222-975.000.

**ATTACHMENTS:** See attached renderings, illustrations, and Prevailing Wage (aka Davis-Bacon) project pricing.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
**CITY OF WYOMING, MICHIGAN**  
**(MORE THAN \$8,500)**

This Contract is made as of the Effective Date between City and Contractor.

*City* means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

*Contractor* means: PlayCore Wisconsin, Inc. a Wisconsin corporation, d/b/a GameTime, the Michigan agent of which is Sinclair Recreation, L.L.C.

\_\_\_\_\_  
[Name of contracting entity]  
A Corporation  
\_\_\_\_\_  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
PO Box 1409  
\_\_\_\_\_  
[Contractor's street address]  
Holland, MI 49422-1409  
\_\_\_\_\_  
[Contractor's city, state & zip]

*Contractor's personnel* means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

*Effective Date* means: Feb. 8, 2022.

*Goods* means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

*Proposal* means Contractor's proposal attached as Exhibit B.

*Services* means the services described and specified in the Proposal.

*Standard Terms* means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

\_\_\_\_\_  
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]  
\_\_\_\_\_  
\_\_\_\_\_

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

**CITY OF WYOMING**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**GameTime c/o Sinclair Recreation**

\_\_\_\_\_  
[Contractor's name]

By: \_\_\_\_\_  
[Signature officer, director or principal of Contractor]  
**Diane Sinclair, President**  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion,

national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. **W-9.** Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. **Intellectual Property.** Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. **Quality.** Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. **Taxes.** City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. **Disposal.** Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. **Restoration.** Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. **Manufacturer Information and Warranties.** Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. **Risk Allocation.** Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. **Insurance.** Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

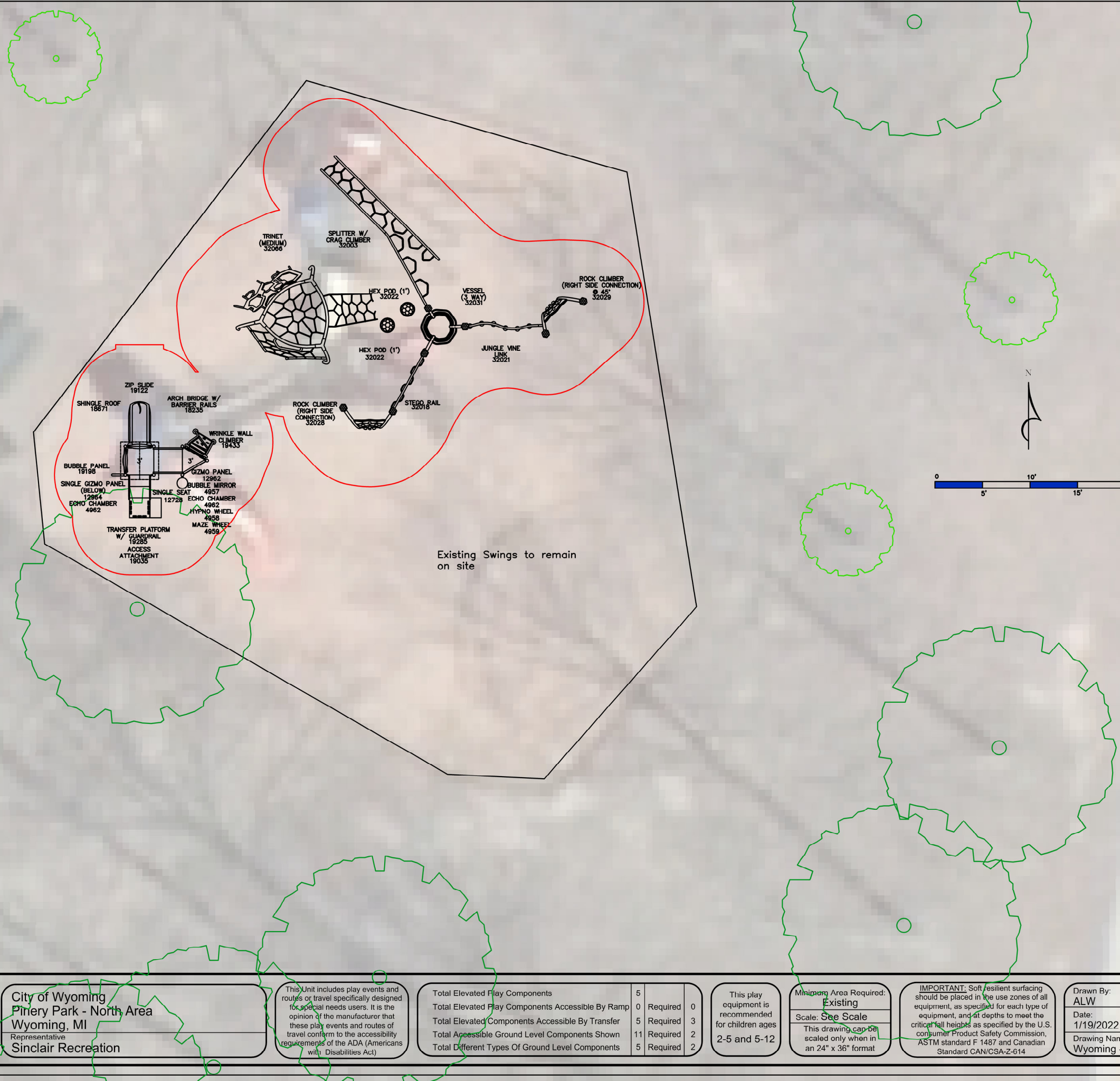
18. **Records.** City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. **Assignment/Beneficiaries.** Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. **Independent Contractor.** Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

## EXHIBIT B

Pinery Park - North Play Area Option Two - A MiDEALS dated January 19, 2022.



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

City of Wyoming  
Pinery Park - North Area  
Wyoming, MI  
Representative  
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	5	Required	0
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	5	Required	3
Total Accessible Ground Level Components Shown	11	Required	2
Total Different Types Of Ground Level Components	5	Required	2

This play equipment is recommended for children ages 2-5 and 5-12

Minimum Area Required: Existing  
Scale: See Scale  
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: ALW  
Date: 1/19/2022  
Drawing Name: Wyoming - Pinery North Two



Rendered in Custom Palette

# City of Wyoming Pinery Park - North Area Option Two



Rendered in Custom Palette



### City of Wyoming Pinery Park - North Area Option Two



Rendered in Custom Palette

# City of Wyoming Pinery Park - North Area Option Two



Rendered in Custom Palette

# City of Wyoming Pinery Park - North Area Option Two



Existing  
Swings

Rendered in Custom Palette

# City of Wyoming Pinery Park - North Area Option Two



GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/23/2022  
 Quote #102358-01-19

## Pinery Park - North Play Area - Option Two - MiDEALS

City of Wyoming  
 Attn: Rebecca Rynbrandt  
 P.O. Box 905  
 Wyoming, MI 49509-0905

Ship to Zip 49509

Quantity	Part #	Description	Unit Price	Amount
		North Area		
1	RDU	GameTime - Custom IONIX structure for the North Area	\$42,449.00	\$42,449.00
		(1) 32003 -- Splitter W/ Crag Climber		
		(7) 32009 -- Hex Topper		
		(1) 32018 -- Stego Rail		
		(1) 32021 -- Jungle Vine Link		
		(2) 32022 -- Hex Pod Step (1')		
		(1) 32028 -- Rock Climber (Right Side)		
		(1) 32029 -- Rock Climber (Right 45 Degrees)		
		(1) 32031 -- Vessel (3-Way)		
		(1) 32066 -- Trinet (Medium)		
1	RDU	GameTime - Modified Firefly structure	\$17,843.00	\$17,843.00
		(1) 4957 -- Bubble Mirror		
		(1) 4958 -- Hypno Wheel		
		(1) 4959 -- Maze Wheel		
		(2) 4962 -- Echo Chamber		
		(3) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(4) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(1) 12728 -- Single Seat P/T		
		(1) 12962 -- Gizmo Panel 36"Dk - 4 Gizmos		
		(1) 12964 -- Single Gizmo Panel		
		(1) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18671 -- Shingle Roof		
		(1) 19035 -- Optional Access Step (3' & 5')		
		(1) 19122 -- Wave Zip Slide (2'-6" & 3')		
		(1) 19198 -- 26" Bubble Panel		
		(1) 19285 -- Transfer Platform W/ Guardrail 3'		
		(1) 19433 -- Wrinkle Wall Attachment 3'		
		(1) 18235 -- Mini-Arch Bridge W/Barrier		
3478	EFW (Engineered Wood Fiber)	GT-Impax - EWF Safety Surfacing - 4" Top Off Only - Does not include installation of EWF Top Off	\$0.55	\$1,912.90





GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/23/2022  
 Quote #102358-01-19

## Pinery Park - North Play Area - Option Two - MiDEALS

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Installation - Installation of new playground equipment, re-spreading of existing EWF, and installation of new EWF top off	\$16,250.00	\$16,250.00
Contract: MIDeal Via OMNIA			<b>Sub Total</b>	\$78,454.90
			<b>Discount</b>	(\$24,520.42)
			<b>Material Surcharge</b>	\$8,365.52
			<b>Estimated Freight</b>	\$2,900.00
			<b>Total</b>	<b>\$65,200.00</b>

**Comments**

Customer is responsible for removal of the existing structure including the concrete footings below grade.

EWF will be pulled back to preserve as much as possible during the installation process and respread with an additional 4" Top Off once the equipment has been installed.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

**NOTE: PRICING INCLUDES DAVIS BACON OR PREVAILING WAGE RATES.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment Terms: Payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past-due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 12-18 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE: PRICING INCLUDES DAVIS BACON OR PREVAILING WAGE RATES. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.**

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.





GameTime c/o Sinclair Recreation  
 PO Box 1409  
 Holland, MI 49422-1409  
 Ph: 800-444-4954  
 Fax: 616-392-8634

01/23/2022  
 Quote #102358-01-19

## Pinery Park - North Play Area - Option Two - MiDEALS

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

**Please make P.O.s out to GameTime C/O Sinclair Recreation**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Amount: \$65,200.00

**REQUIRED ORDER INFORMATION:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_  
 (For Accounts Payable)

Tel: \_\_\_\_\_  
 (To call before delivery)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING INCLUDES DAVIS BACON OR PREVAILING WAGE RATES. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXTEND THE BID  
FOR ISOLATED ASPHALT PATCHING  
TO SUPERIOR ASPHALT, INC.

WHEREAS:

1. On March 15, 2021, the City Council awarded the bid for Isolated Asphalt Patching to Superior Asphalt Inc., as referenced with Resolution Number 26941.
2. Superior Asphalt, Inc. has agreed to extend their bid pricing for the 2022 calendar year. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.
3. Sufficient funds have been budgeted in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extend the Isolated Asphalt Patching bid to Superior Asphalt, Inc. for the 2022 calendar year.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

## STAFF REPORT

Date: January 26, 2022  
Subject: Bid Extension – Isolated Asphalt Patching  
From: Jodie Theis, Public Services Supervisor  
Meeting Date: February 7, 2022

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### **RECOMMENDATION:**

It is recommended the City Council extend the Isolated Asphalt Patching bid to Superior Asphalt Inc. for calendar year 2022 at a unit price of \$19.00 per square yard for removal of asphalt and \$88.00 per ton for 4C asphalt.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Restoring public and private property that has been damaged from infrastructure maintenance is an important function in maintaining the City's aesthetics and safety. The use of a subcontractor to perform asphalt patching and restoration assists Public Works staff in providing quicker repairs.

### **DISCUSSION:**

On March 15, 2021, the City Council awarded the bid for Isolated Asphalt Patching to Superior Asphalt Inc., as referenced with Resolution Number 26941. Superior Asphalt, Inc. has agreed to extend their bid pricing for the 2022 calendar year. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

It is anticipated that the City will spend approximately \$450,000 on isolated patching for the 2022 calendar year.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

### **ATTACHMENTS:**

Contract Extension Letter, Superior Asphalt, January 25, 2022  
Bid Tabulations, March 2, 2021

# SUPERIOR ASPHALT, INC.

669 Century SW  
Grand Rapids, MI 49503

Office: 616-451-3200  
Fax: 616-451-3969  
Email Address:

## Proposal

Date: 1/25/2022

### Quoted to:

### Job Name & Location

City of Wyoming  
1155 28th St SW  
Wyoming, MI

Phone:  
Fax:  
Cell:

2022 Isolated Asphalt Patching

Customer ID

Good Thru

Payment Terms

Sales Rep

10 Days

Due Upon Completion

We hereby propose to furnish materials and labor necessary for the completion of:

Superior Asphalt Inc is willing to extend the 2021 Isolated Asphalt Patching Contract for the 2022 Season with no additional cost increases

The unit pricing shall remain at \$88.00 per ton for 4C asphalt and \$19.00 per square yard for the removal of existing asphalt

Note: Unless prior written arrangements have been made, terms are 50% down, balance due upon completion.

Note: Superior asphalt, Inc. is not responsible for damage to concrete caused by heavy equipment accessing job site.

Note: Due to volatility of the petroleum industry, pricing is subject to change if work is not completed within 30 days of acceptance.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any Alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total:

Authorized Signature:



### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: Pricing is subject to change if work is not completed within 30 days of acceptance. See Standard Conditions on reverse.

Signature:

Printed Name:

Date:

City of **Wyoming** Michigan

TABULATION OF BIDS  
 ON ISOLATED ASPHALT PATCHING 2021 - BID # 1898  
 Opened By The City Clerk On March 2, 2021 At 11:00 a.m.

Item	Est. Qty	A-1 Asphalt Inc.		Superior Asphalt	
		Unit Price	Total	Unit Price	Total
HMA 4C Asphalt	100 TONS	\$ 97.37	\$ 9,737.00	\$ 88.00	\$ 8,800.00
Removal of Existing Asphalt	500 SQ YDS	\$ 17.77	\$ 8,885.00	\$ 19.00	\$ 9,500.00
<b>Total</b>		\$ 18,622.00		\$ 18,300.00	
<b>Total Working Days For Completion</b>		5 Days		2 Days	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF MAINTENANCE EQUIPMENT,  
APPROVE THE ATTACHED BUDGET AMENDMENT, AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of one lawn mower from Deere & Company working through GreenMark Equipment, LLC using the Michigan Department of Agricultural Grounds and Roadside Contract in the total amount of \$11,812.87.
2. It is also recommended the City Council authorize the purchase of two club cars from US Golf Car in the total amount of \$12,960, and one snow pusher from Four Seasons Yard & Sport in the amount of \$5,535.
3. Funds for the purchase will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of one lawn mower, two club cars, and one snow pusher in the total estimated amount of \$30,307.87.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby approve of the attached budget amendment.
4. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Quotes (2)

Contract

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

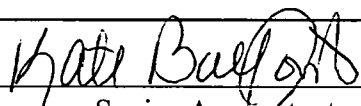
**Date: February 7, 2022**

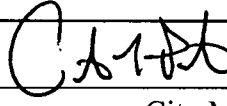
**Budget Amendment No. 055**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$30,307.87 of additional budgetary authority to provide funding for additional equipment for Facilities and Clean Water Plant operations as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Motor Pool - Depreciation Fund</u></b>				
Public Works - Capital Outlay - Capital Outlay Equipment				
662-441-58500-987.000	319,000.00	30,307.87		349,307.87
Fund Balance/Working Capital (Fund 662)		-	30,307.87	

Recommended:   
Senior Accountant

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

I hereby certify that at a \_\_\_\_\_ meeting of the Wyoming City Council duly held on \_\_\_\_\_ the foregoing budget amendment was approved.

\_\_\_\_\_  
City Clerk

## STAFF REPORT

Date: January 31, 2022

Subject: Equipment and Vehicle Fleet

From: Aaron Vis, Assistant Director of Public Works – Maintenance  
Jon Burke, Clean Water Plant Superintendent

Meeting Date: February 7, 2022

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### **RECOMMENDATION:**

The Public Works Department recommends that the City Council approve the purchase of a lawn mower from GreenMark Equipment for \$11,812.87 using Mich Dept of Ag Grounds and Roadside Contract 071B7700085, two golf carts from US Golf Cars for \$12,960.00, and a snow pusher from Four Seasons Yard & Sport for \$5,535.00 for the Facilities and Clean Water Plant operations. These purchases will use accrued and orphaned motor pool dollars totaling \$30,307.87.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The careful consideration of the City's vehicle fleet size and equipment needs every year at budget time leads to efficiencies in operation, cost savings, and better-managed grounds and facilities.

### **DISCUSSION:**

When an existing vehicle or piece of equipment has come to the end of its useful life, its new replacement is funded by dollars that have already been paid and allowed to accumulate over the life of that vehicle or piece of equipment. However, when a department decides not to replace a certain vehicle when it reaches the end of its useful life, these accumulated dollars are effectively orphaned. We currently have three opportunities to take advantage of these orphaned dollars while downsizing our overall vehicle fleet size and better managing our own grounds and facilities.

When bids were received for median mowing and miscellaneous properties earlier this year, the annual mowing costs for the Public Works property and several Fire Station properties totaled nearly \$53,000. It was determined that facilities staff could perform this work for far less than this cost, even including the purchase of a new mower. Therefore, staff recommends the purchase of a new mower in the amount of \$11,812.87 using the MI Ag, Grounds and Roadside Contract 071B7700085. Prior to 2011 when these services were bid out, median and various facility properties were mowed by City staff. The lawnmowers used at that time were sold and not replaced; therefore, sufficient replacement funds exist from these pieces of equipment, meaning no additional capital is needed for the purchase of a new mower.

Some motor vehicles at the CWP are used primarily within the plant's perimeter to transport tools and personnel to a job site. We have discovered that these can sometimes be replaced with the less expensive option of electric, rechargeable golf carts. This year, the CWP will be retiring from its fleet one passenger car and one ¾-ton pickup truck that have reached replacement age. Rather than replace them with similar vehicles, they can be replaced with two used golf carts for

a total cost of \$12,960, about one-fifth the cost of replacing them with new motor vehicles. The selection of used golf carts has been limited for the past year but from the carts that are currently available, the quote from US Golf Cars offers the carts with the best options and battery age when compared to the others that are available.

The only function of the ¾-ton pickup truck that cannot be fulfilled by a golf cart is snowplowing. Therefore, we would like to use some of the accumulated replacement dollars for this vehicle to fund the purchase of a large snow pusher as an attachment for the existing John Deere tractor. This purchase will reduce the plowing time around the CWP as well as allow for the elimination of the existing vehicle. Two quotes were obtained for a 10' snow pusher, with Four Seasons Yard & Sport being the cheapest totaling \$5,535.

Total cost for the three equipment purchases is \$30,307.87. Since these purchases were not originally planned for FY22, a budget amendment is necessary.

**BUDGET IMPACT:**

Sufficient funds are available in the Motor Pool Capital Outlay Equipment Account 662-441-58500-987.000 pending a budget amendment.

**ATTACHMENTS:**

GreenMark Contract

US Golf Cars Quote

Four Seasons Yard & Sport Snow Pusher Quote

**Quote Summary**

**Prepared For:**  
 CITY OF WYOMING  
 PO BOX 905  
 WYOMING, MI 49509  
 Business: 616-530-7296

**Prepared By:**  
 Jayson Mikula  
 Four Seasons Yard & Sport  
 5426 Alpine Avenue Nw  
 Comstock Park, MI 49321  
 Phone: 616-784-2471  
 mwrman@fourseasons.com

ONLY 1 OF THESE UNITS AVAILABLE AS OF 2-1-22

**Quote Id:** 26008567  
**Created On:** 01 February 2022  
**Last Modified On:** 01 February 2022  
**Expiration Date:** 25 February 2022

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
HLA ATTACHMENTS SP350010LF	\$ 5,985.00	\$ 5,535.00 X	1 =	\$ 5,535.00

**Equipment Total** **\$ 5,535.00**

**Quote Summary**

Equipment Total	\$ 5,535.00
DOCUMENT FEE	\$ 0.00
SubTotal	\$ 5,535.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 5,535.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 5,535.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

**Quote Id:** 26008567

**Customer:** CITY OF WYOMING

## HLA ATTACHMENTS SP350010LF

**Hours:** 0

**Suggested List**
**Stock Number:**

\$ 5,985.00

**Selling Price**

\$ 5,535.00

Code	Description	Qty	Unit	Extended
WD	3500 Series Snow Push with Skid	1	\$ 5,695.00	\$ 5,695.00
SP350010LT	Steer Mount & Backdrag			

**Other Charges**

Freight	1	\$ 50.00	\$ 50.00
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Setup	1	\$ 240.00	\$ 240.00
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<b>Other Charges Total</b>			<b>\$ 290.00</b>
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<b>Suggested Price</b>			<b>\$ 5,985.00</b>
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**Customer Discounts**

<b>Customer Discounts Total</b>		<b>\$ -450.00</b>	<b>\$ -450.00</b>
---------------------------------	--	-------------------	-------------------

<b>Total Selling Price</b>			<b>\$ 5,535.00</b>
----------------------------	--	--	--------------------

# US Golf Cars

9670 Cherry Valley Ave SE  
Caledonia, MI 49316 US

Phone: (616) 891-6991 Fax: () -  
Email: [accounting@usgolfcars.com](mailto:accounting@usgolfcars.com)  
Web site: <http://www.usgolfcars.com>

# DRAFT

Document: 01-177377 PO:  
Date: 1/25/2022 CustId: WYOMING CL

Cust Email: [BurkeJ@wyomingmi.gov](mailto:BurkeJ@wyomingmi.gov)  
Phone: (616) 261-3558  
Salesperson: Izondervan  
User: Izondervan

Bill To:

WYOMING CLEAN WATER PLANT  
JON BURKE  
2350 IVANREST AVE  
WYOMING, MI 49418

Ship To:

WYOMING CLEAN WATER PLANT

2017 CLUB CAR  
Includes:

2021 Trojan Batteries [NEW BATTERIES]  
48 Volt E.R.I.C. Charger  
One Fill System w/ Handpump  
Red Body Panels  
Clear Flip / Fold Windshield  
LED Light Kit  
Standard Beige Seats  
Canopy Top w/ Grab Handles  
GTW Flip / Fold Rear Seat Kit  
Heavy Duty Springs  
Alumicore Chassis  
Dual Cupholders  
30 Day Warranty  
Keys

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
20715 / 2022 - USGC KAT	UN	CLUB CAR 2017 PREC i2 Yr: 2017  <b>S/N: JE1740747279</b> UC - 2017 PRECEDENT i2 ELECTRIC	1.0000		\$6,480.00		\$6,480.00
20712 / 2022 - USGC KAT	UN	CLUB CAR 2017 PREC i2 Yr: 2017  <b>S/N: JE1740747276</b> UC - 2017 PRECEDENT i2 ELECTRIC	1.0000		\$6,480.00		\$6,480.00
<b>Total:</b>							<b>\$12,960.00</b>

Totals		<b>Sub Total:</b>	<b>\$12,960.00</b>
		<b>Total Tax:</b>	<b>\$0.00</b>
		<b>Estimated/Current Invoice Total:</b>	<b>\$12,960.00</b>

**Estimated/Current Balance Due On This Invoice: \$12,960.00**

A finance charge of 1.5% per month (annual percentage rate - 18%) will be added if invoice is not paid by the due date. There will be no refund or exchange on electrical parts.

Thank you for your business. We appreciate prompt payment!

# Wyoming

## CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, PO Box 905, Wyoming, MI 49509-0905.

"Effective Date" means: January 31, 2022.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's proposal attached as Exhibit B and includes any City-issued plans and specifications on which the supplier's proposal is based.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Purchasing Standard Terms and Conditions."

"Supplier" means:

Deere & Company  
(Name of supplying entity)  
 A Delaware corporation  
(State and type of entity, e.g. corporation or limited liability company, etc.)  
2000 John Deere Run  
(Supplier's street address)  
Cary, NC 27513  
(Supplier's city, state & zip)

*working through Green Mark Equipment LLC as delivery dealer*

### TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

- Supplier will supply the Items as detailed in the Proposal.
- City will pay the Supplier in accordance with the Proposal.
- Supplier represents and warrants, except for those specifically waived or modified in this paragraph Supplier is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

None.

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None")

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier

City and Supplier have signed this Contract as of the Effective Date.

CITY OF WYOMING

Deere & Company

By: \_\_\_\_\_  
Jack A. Poil, Mayor

By: \_\_\_\_\_  
(Typed Name, Title, and Signature of Supplier)  
*Jason Hoffmann Sales Manager*

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: 2/1, 2022

Date signed: \_\_\_\_\_ 20\_\_

Approved as to form: \_\_\_\_\_  
Scott G. Smith, City Attorney

# Wyoming

## CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. Applicability. Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (**these Terms**) apply to City of Wyoming (City) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.

2. Legal Compliance. Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

3. Qualifications. Supplier represents and promises that:

A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.

B. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (**SAM**) list and be in good standing (i.e., not suspended or debarred from receiving federal funds).

C. Supplier is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

4. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts with suppliers. Accordingly:

A. Supplier and Supplier's personnel in (i) employment actions, or (ii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law unrelated to the ability to perform the duties of a job or position or supply the materials. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Supplier and Supplier's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

1. Supplier will, in solicitations or advertisements for employees placed by or on behalf of Supplier, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age,

national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Supplier will send to each labor union or representative of workers with which Supplier has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Supplier until Supplier complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Supplier's ineligibility to bid on or enter future City contracts.

C. Supplier will retain and, when requested, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Supplier's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Supplier will so certify to City.

E. Supplier must include the requirements of paragraphs A through C in all material procurement and equipment leasing documents, directly or indirectly related to this Contract. Supplier must take any action affecting any material supplier or equipment lessor as City deems reasonably necessary to comply with this section including sanctions for noncompliance.

5. Ethical Standards. Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier or any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.

6. Intellectual Property. Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.

7. Quality. Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.

8. Taxes. City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.

9. Manufacturer Information/Warranties. Supplier will provide City all manufacturer parts lists, assembly or maintenance

information, and other documents provided by the manufacturer for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. Records. City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this contract.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

Exhibit B  
Proposal



**JOHN DEERE**

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

## **A Purchase Order or Letter of Intent is required for all orders.**

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

**Josh Hoffman**

GreenMark Equipment, LLC  
2040 Chicago Drive  
Jenison, MI 49428

Tel: 616-669-2000

Fax: 616-669-4399

Email: [jhoffman@greenmarkequipment.com](mailto:jhoffman@greenmarkequipment.com)

Vendor: Deere & Company

2000 John Deere Run  
Cary, NC 27513

Signature

Shipping address

Billing address

Billing email address

**If information is not included, the Purchase Order or Letter of Intent will be returned.**

The John Deere Government Sales Team



JOHN DEERE



Quote Id: 25997459

---

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:

GreenMark Equipment, LLC  
2040 Chicago Drive  
Jenison, MI 49428  
616-669-2000  
Jenison@GreenMarkEquipment.com

---

31 January 2022

Josh Hoffman  
616-669-2000  
GreenMark Equipment, LLC



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

GreenMark Equipment, LLC  
2040 Chicago Drive  
Jenison, MI 49428  
616-669-2000  
Jenison@GreenMarkEquipment.com

**Quote Summary**

Prepared For:

Delivering Dealer:  
**GreenMark Equipment, LLC**  
Josh Hoffman  
2040 Chicago Drive  
Jenison, MI 49428  
Phone: 616-669-2000  
jhoffman@greenmarkequipment.com

Certificate Under Agricultural Producing Exemption

Quote ID: 25997459  
Created On: 31 January 2022  
Last Modified On: 31 January 2022  
Expiration Date: 31 March 2022

By Writing Ag Exempt adjacent to the Purchasers signature, the undersigned hereby certifies that all items, except as indicated hereon, are purchased for use or consumption in connection with the production of horticultural or agricultural products as a business enterprise, and agrees to reimburse the seller the sales tax if used or consumed otherwise.

**WARRANTY PROVISIONS (IF APPLICABLE):**

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak	\$ 14,953.00	\$ 11,812.87 X	1 =	\$ 11,812.87

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

Price Effective Date: December 14, 2020

**Equipment Total \$ 11,812.87**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 11,812.87
Trade In	
SubTotal	\$ 11,812.87
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,812.87
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 11,812.87</b>

Salesperson : X 

Accepted By : X \_\_\_\_\_

Confidential



JOHN DEERE



# Selling Equipment

Quote Id: 25997459    Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:  
GreenMark Equipment, LLC  
2040 Chicago Drive  
Jenison, MI 49428  
616-669-2000  
Jenison@GreenMarkEquipment.com

## JOHN DEERE Z960M ZTrak

Hours: \_\_\_\_\_ Suggested List \*  
Stock Number: \_\_\_\_\_ \$ 14,953.00  
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG  
3W CG 22) Selling Price \*  
\$ 11,812.87

Price Effective Date: December 14, 2020

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2232TC	Z960M ZTrak	1	\$ 12,879.00	21.00	\$ 2,704.59	\$ 10,174.41	\$ 10,174.41
<b>Standard Options - Per Unit</b>							
001A	United States/Canada	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 949.00	21.00	\$ 199.29	\$ 749.71	\$ 749.71
1524	60 In. Rear Discharge Mower Deck	1	\$ 630.00	21.00	\$ 132.30	\$ 497.70	\$ 497.70
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	21.00	\$ 103.95	\$ 391.05	\$ 391.05
<b>Standard Options Total</b>			<b>\$ 2,074.00</b>		<b>\$ 435.54</b>	<b>\$ 1,638.46</b>	<b>\$ 1,638.46</b>
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
<b>Total Selling Price</b>			<b>\$ 14,953.00</b>		<b>\$ 3,140.13</b>	<b>\$ 11,812.87</b>	<b>\$ 11,812.87</b>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM ACTUATOR SPECIALTIES  
FOR THE PURCHASE OF TWO 42” BALL VALVE ACTUATOR DRIVE SLEEVES  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, quotes were received for the purchase of two 42” ball valve actuator drive sleeves.
2. It is recommended City Council accept the quote from Actuator Specialties in the total estimated amount of \$15,937.50.
3. Funds for the purchase are available in the Water Treatment Plant account number 591-591-563.00-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote from Actuator Specialties for the purchase of two 42” ball valve actuator drive sleeves in the total estimated amount of \$15,937.50.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: January 31, 2022  
Subject: Valve Actuator Repair  
From: Dan Kleinheksel, Utility Maintenance Manager  
Meeting Date: February 7, 2021

---

### **RECOMMENDATION:**

It is recommended the City Council accept the quote as provided by Actuator Specialties in the amount of \$15,937.50 for the purchase of two 42" ball valve actuator drive sleeves.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of transmission main equipment contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs or replacement that could potentially interrupt day-to-day operations. Having components available to repair valve actuators offers resilience and reliability, thereby ensuring an abundant and safe drinking water supply.

### **DISCUSSION:**

The Water Treatment Plant utilizes one 42" and one 54" pipeline for the transmission of fresh, potable water to the City of Wyoming and twelve wholesale customers. Recently while operating a 42" ball valve during a leak repair on the 42" transmission main, the valve actuator failed to open the valve. Maintenance staff investigated the issue and discovered a broken drive sleeve. This component is a known weak point in the actuator as maintenance staff have replaced the drive sleeve on four of the eight 42" valve actuators.

Therefore, several companies were contacted for replacement drive sleeves and two provided viable replacement options. Henry Pratt Company, the original equipment manufacturer, indicated the drive sleeve component is obsolete and returned with a quote for an entire new actuator at a cost of \$21,095.00. Actuator Specialties, who have supplied drive sleeves for past repairs, was able to quote the replacement drive sleeve for \$7,968.75 each. Since the drive sleeve is a known point of failure and considering the increase of 42" transmission main leaks, it is prudent to have two replacement drive sleeves available.

Considering the drive sleeve replacement is more economical than replacing the entire actuator and Actuator Specialties has supplied the same component for past repairs, it is recommended the City Council accept the quote as provided by Actuator Specialties in the amount of \$15,937.50 for the purchase of two 42" valve actuator drive sleeves.

### **BUDGET IMPACT:**

Adequate funds existing in Water Treatment Plant account 591-591-56300-930.000.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, PO Box 905, Wyoming, MI 49509-0905.

"Effective Date" means: January 26, 2022.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's proposal attached as Exhibit B and includes any City-issued plans and specifications on which the supplier's proposal is based.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Purchasing Standard Terms and Conditions."

"Supplier" means: Actuator Specialties, Inc.  
(Name of supplying entity)  
A Michigan corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
1620 Rose Street  
(Supplier's street address)  
Monroe, MI 48162  
(Supplier's city, state & zip)

**TERMS AND CONDITIONS**

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those specifically waived or modified in this paragraph Supplier is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

None.

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

City and Supplier have signed this Contract as of the Effective Date:

CITY OF WYOMING

Actuator Specialties, Inc.

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: M. Setzler  
(Signature officer, director or principal of Supplier)  
Mallory Setzler, owner  
(Typed/Printed Name & Title of Person Signing for Supplier)

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: 1-28, 2022

Date signed: \_\_\_\_\_, 20\_\_\_\_

Approved as to form: [Signature]  
\_\_\_\_\_  
Scott G. Smith, City Attorney

**CITY PURCHASING STANDARD TERMS AND CONDITIONS**

1. **Applicability.** Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (these **Terms**) apply to City of Wyoming (**City**) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.

2. **Legal Compliance.** Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

3. **Qualifications.** Supplier represents and promises that:

A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.

B. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (**SAM**) list and be in good standing (i.e., not suspended or debarred from receiving federal funds).

C. Supplier is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts with suppliers. Accordingly:

A. Supplier and Supplier's personnel in (i) employment actions, or (ii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law unrelated to the ability to perform the duties of a job or position or supply the materials. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Supplier and Supplier's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

1. Supplier will, in solicitations or advertisements for employees placed by or on behalf of Supplier, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age,

national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Supplier will send to each labor union or representative of workers with which Supplier has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Supplier until Supplier complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Supplier's ineligibility to bid on or enter future City contracts.

C. Supplier will retain and, when requested, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Supplier's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Supplier will so certify to City.

E. Supplier must include the requirements of paragraphs A through C in all material procurement and equipment leasing documents, directly or indirectly related to this Contract. Supplier must take any action affecting any material supplier or equipment lessor as City deems reasonably necessary to comply with this section including sanctions for noncompliance.

5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.

6. **Intellectual Property.** Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.

7. **Quality.** Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.

8. **Taxes.** City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.

9. **Manufacturer Information/Warranties.** Supplier will provide City all manufacturer parts lists, assembly or maintenance

information, and other documents provided by the manufacturer for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. Records. City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this contract.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

**Exhibit B**  
**Proposal**

# Actuator Specialties

1620 Rose Street  
 Monroe, MI 48162

Ph: 734-242-5456

Fax: 734-242-5458

## Estimate

Date	Estimate #
1/26/2022	MSQ012622-1

Name / Address
City of Wyoming PO Box 905 Wyoming, MI 49509 Email: <a href="mailto:tervreek@wyomingmi.gov">tervreek@wyomingmi.gov</a>

Ship To

PLEASE EMAIL PURCHASE ORDER TO  
[SALES@ACTUATORSPECIALTIES.COM](mailto:SALES@ACTUATORSPECIALTIES.COM)

Terms
Net 30

Qty	Item	Description	Rate	Total
2	Manufactured Part	New steel yoke drive sleeve *Will need broken drive sleeve to confirm measurements as the last replacement from 2014 required modifications Material currently 6-8 weeks for delivery, as of 1/26	7,968.75	15,937.50
<b>Total</b>				\$15,937.50

Any field service needed from ASI will alter this quote. Any information received beyond this time may alter this quote. Quoted price and delivery may change if a different quantity is requested. Stocked/FOB Factory items are always subject to prior sale. Our quotes are good for 30 days unless noted. If items are returned on customer's behalf, the customer will pay for return shipping and a possible re-stocking charge. Outgoing shipping is not included in quoted price unless noted. Please reference this quote number when ordering.

Thank you  
[sales@actuatorspecialties.com](mailto:sales@actuatorspecialties.com)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM SOLOMON DIVING, INC.  
FOR REPAIR SERVICES AND UNDERWATER INSPECTION SERVICES  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Solomon Diving, Inc. for repair services and underwater inspection of Wyoming's 66-inch diameter intake pipe, terminal structures, wet wells, and zebra mussel control chemical line in the total estimated amount of \$33,540.00.
2. Funds are available in the water utility repairs and maintenance account number #591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Solomon Diving, Inc. for repair services and underwater inspection services in the total estimated amount of \$33,540.00
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Proposal

Resolution No. \_\_\_\_\_

**STAFF REPORT**

Date: January 26, 2022  
Subject: Intake Inspection and Repairs  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: February 7, 2022

---

**RECOMMENDATION:**

It is recommended the City Council accept the proposal from Solomon Diving in the estimated amount of \$33,540.00 for repair services and underwater inspection of Wyoming’s 66-inch diameter intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line.

**COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of plant infrastructure contributes to their longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

**DISCUSSION:**

Wyoming’s Water Treatment Plant is supplied with water from Lake Michigan. An intake pipeline extends almost a mile out into the lake and sits on the lake bottom in approximately 50 feet of water. In order to determine the overall condition of the system, annual inspections are conducted of the intake pipe, two terminal structures, two wet wells, and the zebra mussel control chemical line. Since we currently have no redundant intake pipeline, it is imperative an annual inspection occur to ensure the system continues to function as designed. Additionally, it is prudent to include previously identified deficiencies in the scope of work including the installation of a terminal structure hatch cover.

Therefore, the two regional companies that are qualified to perform this type of work, Solomon Diving and Underwater Construction, were contacted for proposals. Both companies were provided the same scope of work and information to ensure fair, competitive proposals. Solomon Diving and Underwater Construction both submitted a proposal and they are as follows:

Solomon Diving	\$33,540.00
Underwater Construction	\$34,300.00

Upon review of the proposal from Solomon Diving, it was found to meet the requirements presented in the scope of work and was the lowest proposal. Therefore, it is recommended the City Council accept the proposal from Solomon Diving in the estimate amount of \$33,540.00.

**BUDGET IMPACT:**

Adequate funds exist in the Water Treatment Plant account #591-591-55300-930.000.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(MORE THAN \$8,500)

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means:

Solomon Diving, Inc.  
(Name of contracting entity)  
A Michigan corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
6450 Stadler Road  
(Contractor's street address)  
Monroe, MI 48162  
(Contractor's city, state & zip)

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: January 18, 2022.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:



Scott G. Smith, City Attorney

Solomon Diving, Inc.

By: Bret A. Solomon  
(Signature of officer, director or principal of Contractor)  
Bret A. Solomon President  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: JAN 24, 2022

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (**SAM**) list and be in good standing (*i.e.*, not suspended or debarred from receiving federal funds).

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for

materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSUREDS</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

EXHIBIT B



City of Wyoming WTP  
16700 New Holland Ave.  
Holland, MI 48424

January 18, 2022 Page 1 of 2

Attn: Dan Kleinheksel

This is a proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming WTP for underwater inspection and service with video documentation to the raw water intake system located in Holland, MI as requested in the RFP received on 12-28-21.

Solomon Diving, Inc. will provide a four to five (4 to 5) member dive team and all necessary dive equipment utilizing surface supplied air systems with voice communications in compliance with OSHA, MIOSHA, ADCI, and Solomon Diving, Inc. standards to perform this project.

Per this proposal, Solomon Diving, Inc. will inspect the raw water intake conduit utilizing an ROV provided by others, will clean and inspect two (2) sluice gate tracks in the wet well, inspect the north and south wet wells in the low service pump station, and will clean the north wet well floor concurrently with the ROV inspection.

The inspection and cleaning within the wet well will be performed simultaneously with the ROV inspection.

**Performance Criteria:** In order for Solomon Diving, Inc. to potentially meet the completion date deadline of June 1, 2022, a standby / blowday charge of \$2,450.00 per day would be incurred for days that cannot be worked due to adverse weather conditions as this is a weather dependent project.

The criteria necessary to be met to avoid standby / blowday charges would be as follows:

Per NOAA Marine Forecasts Data buoys 45029 and 45007, a minimum period of three (3) consecutive days forecasted wave height to be 2' or less for the work location forecasted a minimum of 7 days in advance.

Mob/Demob will apply as proposed.

Solomon Diving, Inc. will request of the owner and/or their representatives to provide the necessary lockout/tagout as needed.

(Continued on Page 2)

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**



*Complete Underwater Service/Specialists*

City of Wyoming WTP  
16700 New Holland Ave.  
Holland, MI 48424

January 18, 2022

Page 2 of 2

Attn: Dan Kleinheksel

This is a proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming WTP for underwater inspection and service with video documentation to the raw water intake system located in Holland, MI as requested in the RFP received on 12-28-21.

**(Continued from Page 1)**

Amount as Proposed including Per Diem for the shore well inspection, cleaning, and ROV inspection	\$ 20,500.00
Amount as Proposed including Per Diem for the offshore inspection of the interior and exterior of the north and south intake cribs including the interconnecting lateral	\$ 5,100.00
Amount as Proposed including Per Diem for the reinstallation of the missing hatch cover from the north intake structure providing it can be found and is still usable	\$ 6,400.00
Mobilization / Demobilization per occurrence	\$ 1,540.00

Thank You.

Sincerely,

Bret A. Solomon, President  
Solomon Diving, Inc.  
6450 Stadler Road  
Monroe, MI 48162  
734-242-4777  
[www.solomondiving.com](http://www.solomondiving.com)

\*Prevailing wage rates are not represented in this proposal.

\*\*This proposal is valid for 30 calendar days from this date.

\*\*\*Payment Due Upon Invoice Receipt.

\*\*\*\*Accounts not paid within 30 calendar days of the invoice date will be charged a \$25.00 fee and 1 1/2% interest compounded monthly.

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**

## City of Wyoming – Request for Proposal

### Low Service Intake 2022

The City of Wyoming is requesting proposals for the 2022 inspection and assessment of the overall condition of the Low Service 66" intake system including two cribs, chemical feed line, two chemical diffusers, wet wells, pumps, and sluice gates. Additionally, cleaning and repair service is included in the scope of work.

#### Scope of Work

1. Inspection of the interior and exterior of both the north and south intake cribs.
2. Inspection of the lateral between the north and south intake cribs.
3. Inspection of the interior of the 4,400 ft of the 66-inch main intake pipeline from the intake cribs to the Low Service Pump Station.
4. Inspection of the north and south wet wells in the Low Service Pump Station.
5. Inspection and condition assessment of all of the chemical feed line and diffuser system.
6. Assessment of Zebra Mussel growth and accumulation throughout the mentioned locations.
7. Inspection for the north and south sluice gates, guides, stems, and associated hardware in the wet well.
8. Inspection and cleaning of the north and south sluice gates tracks in the wet well.
9. Inspection of the exterior of six pumps and six pump baskets. Evaluate each pump exterior and coatings for condition.
10. Clean the north wetwell floor of all sand, stones, mussels, and debris.
11. Reinstall one of two access covers on the north intake. The cover is located on the lake floor near the access hatch. If the access cover cannot be located or reinstalled, the diver shall take measurements for the fabrication of a new access hatch. Measurements and design shall be provided to the City of Wyoming.
12. A remotely operated vehicle (ROV) may be utilized for the tunnel inspection. All other inspections will be done by a diver with Outland Technologies Underwater Camera system for color video recording.
13. Contractor will provide the City of Wyoming Water Treatment Plant with a comprehensive written report and digital recording of the inspections as submittals upon completion of the project.
14. Project schedule requires all work to be completed within a two-week period (weather dependent) before June 1, 2022.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE CHANGE ORDER NUMBER FOUR FOR THE  
BURLINGAME WATER STORAGE TANKS AND PUMP STATION CONSTRUCTION PROJECT

WHEREAS:

1. On July 6, 2020, City Council adopted Resolution number 26728 accepting a proposal from Prein & Newhof to perform construction oversight services for the Burlingame water storage tanks and pump station construction.
2. As detailed in the attached staff report, the perimeter fence was damaged by a falling tree and is in need of repair.
3. It is recommended the City Council approve change order number four authorizing Davis Construction, Inc. to repair the fence in the amount of \$5,855.95.
4. Funds for the repair are as detailed on the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve change order number four in the amount of \$5,855.95.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Change Order

## STAFF REPORT

Date: January 25, 2022

Subject: Burlingame Pumping Station Change Order #4

From: Robert Veneklasen, Water Treatment Plant Superintendent

Meeting Date: February 7, 2022

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### **RECOMMENDATION:**

It is recommended the City Council approve Change Order#4 to the Burlingame Pump Station project. This Change Order includes the repair of the perimeter fence damaged by a falling tree and extends the contract completion date for Davis Construction, Inc.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Burlingame Pump Station project will provide City residents two rehabilitated water storage tanks and a new pump station to replace the existing building that has become obsolete. This project will ensure water customers an abundance of water in storage and a pumping facility to provide adequate pressure to fill the Hook elevated water storage tank.

### **DISCUSSION:**

The Burlingame pump station project suffered several setbacks due to pandemic-related equipment and material supply issues. This resulted in an extended station construction timeframe and a request from the contractor, Davis Construction, to extend the final completion date to April 30, 2022 to avoid contractual liquidated damages. The station is fully functional and the only outstanding details of note are site restoration-related. Hence, extending the final completion date imposes no harm on the City.

The perimeter fence surrounding the ground storage tanks was damaged by a fallen tree. The services of two contractors are needed to clear the site of the deadfall and then repair the fence. Since the pump station construction project has a surplus of fund allowances that will go unused otherwise, we believe it makes sense to use these funds to repair the fence. This is a cost-effective approach as the contractor and subcontractors are already performing similar work at the site, thus saving time and mobilization costs later.

### **BUDGET IMPACT:**

There is no cost to extending the contract completion date. The cost to do the fence repair work is \$5,855.95, however there is no budget impact as the fence repair will be funded by an unused contract allowance.



# Change Order

For (project): Burlingame Pumping Station					Change No. <b>4</b>	
From (Contractor): Davis Construction					Date: 1/18/2022	
ITEM		VALUE				
Item No.	Description of Change	Quantity	Unit	Unit Price	Total Value	Paid for Using Allowance No. 1 - Excavation & Removal of Building Foundations and Well Abandonment
1	Fence Repair - Contractor Subtotal	1	LSUM	\$5,493.00	\$5,493.00	-\$5,493.00
2	Fence Repair - Contractor Markup, Bonds, Insurance	1	LSUM	\$362.95	\$362.95	-\$362.95
<b>Change Totals</b>						<b>\$0.00</b>
<b>Net Change In Contract Price</b>						<b>\$0.00</b>



# VELTING CONTRACTORS, INC.

COMMERCIAL EXCAVATORS  
SEWER AND ROAD CONTRACTORS

1105 Electric Avenue  
Wayland, Michigan 49348

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## P R O P O S A L

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DATE: December 28, 2021  
TO: Peter Elzinga – Davis Construction  
RE: NE Corner Clearing– Pricing Submittal  
Project: City of Wyoming, Water Supply System Improvements  
Contract No. 1 Burlingame Pumping Station

We propose to provide labor and equipment to complete the work as described.

1. Deadfall Removal: Cut up and remove fallen tree/limbs on fence and set aside to provide access for fabric removal by others.
2. Tree Removal: Cut, chip, and remove 2 trees. Grind stumps to a depth of 18” below ground. Remove all chips and logs.

**Total Cost: \$4,190.00**

Clearing limits staked by others.  
Fabric removal, replacement, and fence work by others.

Sincerely,  
*Brad Waayenberg*  
Brad Waayenberg  
Vice President of Estimating

# Fence Consultants of West Michigan

615 Eleventh St. NW  
Grand Rapids, MI 49504  
(616) 454-1911  
Fax (616) 233-0422



PROPOSAL AND  
ACCEPTANCE

www.FenceConsultants.com

Locations in:  
Grand Rapids & Holland



Date: 12/28/2021	Sales Consultant: Rob S - robs@fenceconsultants.com
Proposal Submitted To: Davis Construction	Phone: Enter Phone
Street: Enter Street	Email: Enter Email
City, State & Zip Code: Enter Text	Job Location: Burlingame Pumping Station Chain Link Repair

## Description:

We are pleased to submit this proposal for the chain link repair on the North fence line at the Burlingame Pump Station. Our proposal includes and is limited to the following-

Remove damaged top rail (20' lin feet) and damaged chain link fabric (20' lin feet) and install new 1 5/8" SS40 top rail and new 9ga aluminized chain link fabric, to be stretched to existing term post, all fittings included.

Labor and Materials total- \$1,143.00

Customer is responsible to obtain any permits needed.

Terms: Net 30

All Prices Net  
Quotation Includes Applicable Taxes

- Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. Fence Consultants of West Michigan is authorized to do the work as specified. Payment will be made as outlined above.
- Security Agreement:** We, the undersigned, hereby agree to purchase the above described collateral from the above mentioned seller. The seller retains security interest in the collateral described until the full purchase price is paid. Upon default, the seller may retake possession of the above mentioned collateral, and may enforce its remedy against the buyer pursuant to the Michigan Uniform Collateral Code. No collateral under this agreement shall be considered annexed to the realty as to become a fixture. Fence Consultants of West Michigan shall retain ownership under this security agreement until said obligation is paid in full.
- A balance delinquent more than 30 days will incur an additional time price differential of 1 1/2% per month (or a charge of 50 cents for a balance under \$33.00) which is an annual percentage rate of 18%. Collection action may also be taken.
- The buyer is responsible for the property or fence line. If the property stakes cannot be located it is recommended that the buyer have the property surveyed. All other unmarked or mismarked sprinkler lines, water pipes, drains, objects, etc. are not the responsibility of Fence Consultants and the customer will assume liability for any damage caused by directing Fence Consultants to dig in the immediate vicinity of said items.

Authorized Signature:

Date:

Please sign and return a copy to acknowledge order.  
Price good for 30 days.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE A SCOPE REVISION TO THE  
WATER TREATMENT PLANT DISCHARGE PIPING IMPROVEMENTS PROJECT  
AND TO APPROVE THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. On October 5, 2020, City Council adopted Resolution number 26804 accepting a proposal from Prein & Newhof for the Water Treatment Plant discharge piping improvements project design agreement in the total amount of \$547,770.00.
2. As detailed in the attached staff report, it is recommended the City Council approve a scope revision in the total estimated amount of \$87,700.00.
3. Funds for the scope revision will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the scope revision to the Water Treatment Plant discharge piping improvements project in the total estimated amount of \$87,700.00.
2. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment  
Staff Report  
Scope Revision

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: February 7, 2022**

**Budget Amendment No. 054**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$60,740.00 of additional budgetary authority to provide additional funding for engineering relating to the water plant discharge piping improvements as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Water Fund</u></b>				
Water Utility - Capital Outlay - Capital Outlay 591-591-57300-986.444	13,637,196.93	60,740.00		13,697,936.93
Fund Balance/Working Capital (Fund 591)		<u>-</u>	<u>60,740.00</u>	

Recommended: *Kate Bullford*  
Senior Accountant

*C. J. [Signature]*  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

I hereby certify that at a \_\_\_\_\_ meeting of the Wyoming City Council duly held on \_\_\_\_\_ the foregoing budget amendment was approved.

\_\_\_\_\_  
City Clerk

## STAFF REPORT

Date: January 24, 2022

Subject: Water Plant Discharge Piping Improvements

From: Myron Erickson, PE, Director of Public Works

Meeting Date: February 7, 2022

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### RECOMMENDATION:

It is recommended the City Council approve the scope revision to the Water Plant Discharge Piping Improvements project at a cost of \$87,700.00 for shop drawing and construction engineering services, bringing the total engineering design cost for this project to \$663,210.00

### COMMUNITY, SAFETY, STEWARDSHIP:

The integrity of the Water Treatment Plant's discharge piping system is critical to our ability to provide an ample supply of drinking water, at an adequate pressure, to both wholesale and retail customers in the distribution system.

### DISCUSSION:

Finished water leaves the Water Treatment Plant through a buried network of pipes, valves, and appurtenances in the front yard of the plant. This discharge piping system is commonly referred to as the "yard piping." City Council previously approved a project to make improvements to this system, after the August 2020 failure of the 54" transmission main revealed that they were warranted. Construction is underway this winter so that the plant will be at full capacity this spring when demand increases with the season.

As is always the possibility with 50-year-old buried infrastructure, unforeseen conditions have imposed additional project design requirements, contractor equipment reviews, and site inspection costs. Our design engineering partners, Prein & Newhof, have submitted the following itemized cost increases. More detail is available in their January 7, 2022 letter to the Plant Superintendent (attached), but a summary of the costs is:

- \$21,500 for shop drawing review;
- \$19,800 for contract administration and engineering support;
- \$ 6,400 for the correct repair of a compromised joint; and
- \$40,000 for onsite field inspection services.

The Water Plant Discharge Piping Improvements project design agreement was approved by the City Council on October 5, 2020 at a cost of \$547,700. Two subsequent scope revisions added \$27,810. The four additional items in this report are a cost increase of \$87,700, bringing the total contract amount to \$663,210. Council also approved a contingency spending authority of \$54,770 on top of the original contract cost, of which \$26,960 remains. Therefore, today's scope revision will require a budget amendment in the amount of \$60,740.

**BUDGET IMPACT:**

A budget amendment (attached) is required in the amount of \$60,740 from the water fund's working capital balance to the water plant's capital outlay account #591-591-57300-986.444.

January 7, 2022  
2200689

Mr. Robert Veneklasen  
City of Wyoming  
DK Shine Water Treatment Plant  
16700 New Holland Street  
Holland, MI 49424

RE: WTP Discharge Piping Improvements  
Scope Revision – Shop Drawing and Construction Engineering

Dear Mr. Veneklasen:

The Water Treatment Plant Discharge Piping Improvements project includes construction engineering services in support of creating a looped discharge header and addressing the damaged 54-inch piping in New Holland Street near the 90-degree bend. The original scope of work was prepared based on a 14-week construction period. Replacement of the West Header and addition piping in New Holland Street related to restraining of the 90 degree bend was subsequently added to the project. Construction commenced in November 2021. Due to material supply issues, pipe construction will not be completed until potentially April or May 2022. Unanticipated buried existing condition conflicts have also been identified and addressed. As such, additional engineering efforts have been undertaken and are needed to complete the project. The following summarizes our proposed change in scope request related to the project.

#### Task VI- Construction Phase Services

- **Shop Drawing Review**  
The original Scope of Services was based on review of up to 25 total submittals/re-submittals. To date, 47 shop drawings/resubmittals have been submitted and reviewed. Significant review time was required on the large diameter valves and piping. We anticipate two (2) additional shop drawings; pressure testing plans and disinfection plans. The estimated cost to complete review of the documents above the originally estimated scope of work is \$21,500.
- **Contract Administration/Engineering Support**  
Contract Administration/Engineering Support was anticipated to occur over a 14-week period. Based on the current construction schedule, the piping portion of construction will occur over a 26-week period ending in mid-May, including the West Header and additional footage in New Holland Street. The estimated cost to increase Contract Administration to 26-weeks based on the May 2022 pipe completion date is \$19,800.

Mr. Veneklasen  
July 7, 2022  
Page 2

- Joint issue  
A compromised joint was identified on the existing 42-inch 90-degree bend during initial investigatory excavation. We developed options to minimize risk during construction and evaluated pipe support requirements. The estimated cost to complete the work is \$6,400.

#### Task VII – Resident Observer

- Construction Observation  
The original Scope of Services was based on 14 weeks of construction at 50 hours per week. Construction started during the first week of November with seven weeks of work occurring over the months of November and December. Work weeks did not fully utilize the estimated hours planned as valves and piping were not delivered. Based on the current construction schedule, the piping portion of construction will occur over a 26-week period ending in mid-May, including the West Header and additional footage in New Holland Street. Restoration would be completed over the following month. The estimated cost to complete construction observation based on the May 2022 pipe completion date is \$40,000

It should be noted that observation of the 36-inch pipe gallery valves will need to be in fall 2022. The original intent was to conduct construction observation concurrent to the yard piping work. The required construction observation times cannot be estimated at this time until the construction schedule is confirmed and are thus not included in the estimate.

The proposed amount to complete the additional work is \$87,700. This addition would bring the total contract amount to \$663,210.

Thank you for considering our request. Please feel free to contact me if you have any questions.

Sincerely,  
**Prein&Newhof**



Mark R. Prein, P.E.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE CHANGE ORDER NUMBER ONE FOR  
THE WATER TREATMENT PLANT DISCHARGE PIPING IMPROVEMENT PROJECT

WHEREAS:

1. On May 17, 2021, City Council adopted Resolution number 27016 awarding the bid for the Water Treatment Plant yard discharge piping improvement project to Kamminga & Roodvoets, Inc. in the total amount of \$6,993,691.00
2. As detailed in the attached staff report, unforeseen conditions have imposed additional project costs in the total estimated amount of \$141,838.25
3. It is recommended the City Council approve the change order.
4. Funds are budgeted in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve change order number one in the total estimated amount of \$141,838.25.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Change Order

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: January 24, 2022

Subject: Water Plant Discharge Piping Improvements Construction Phase Change Order #1

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: February 7, 2022

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### **RECOMMENDATION:**

It is recommended the City Council approve the Water Plant Discharge Piping Improvements project construction phase Change Order #1 at a cost of \$141,838.25 to address unanticipated conditions and requirements.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The integrity of the Water Treatment Plant's discharge piping system is critical to our ability to provide an ample supply of drinking water, at an adequate pressure, to both wholesale and retail customers in the distribution system.

### **DISCUSSION:**

Finished water leaves the Water Treatment Plant through a buried network of pipes, valves, and appurtenances in the front yard of the plant. This discharge piping system is commonly referred to as the "yard piping." City Council previously approved a project to make improvements to this system, after the August 2020 failure of the 54" transmission main revealed that they were warranted. Construction is underway this winter so that the plant will be at full capacity this spring when demand increases with the season.

As is always the possibility with 50-year-old buried infrastructure, unforeseen conditions have imposed additional project construction costs. Our design engineering partners, Prein & Newhof (P&N), have reviewed and submitted the following itemized cost increases incurred by the construction contractor, Kamminga & Roodvoets. Details are supplied in P&N's January 19, 2022 letter to the Plant Superintendent (attached), but a summary of the costs is:

- \$ 3,743.25 for street light replacement;
- \$101,698.00 for asbestos abatement;
- \$ 22,200.00 for the cathodic protection system;
- \$ 3,747.00 for investigation of existing 42" main joints; and
- \$ 10,450.00 for inspections of additional welds.

The total cost of these changes is \$141,838.25 and is supported by the included documentation.

**BUDGET IMPACT:**

The Water Treatment Plant Discharge Piping project construction by Kamminga and Roodvoets was approved by the City Council on May 5, 2021 at a cost of \$6,993,691.00. An additional \$770,000.00 of contingency spending authority was also approved at the same time and is more than sufficient to cover this \$141,838.25 change order request. This request brings the total construction cost of this project to \$7,135,529.25 with a remaining contingency of \$628,161.75.

January 19, 2022  
2200689

Mr. Robert Veneklasen  
City of Wyoming  
16700 New Holland Street  
Holland, MI 49424

RE: WTP Discharge Piping Improvements  
Change Order No. 1

Dear Bob:

Enclosed you will find a copy of the following recommended change order for your review and signature. The change order includes costs associated with the following bulletin items.

Bulletin No. 1

- Replace existing luminaires in the parking area with luminaires matching the proposed fixture.

Bulletin No. 2

- Existing steel pipe coating contains asbestos and must be handled and disposed of accordingly.
- Additional joint investigation of 42" PCCP joints to verify tie-in location.
- Cathodic protection system revisions following further investigation of the existing pipeline.

Bulletin No. 3

- Additional weld inspection on proposed header piping.

A summary of the change order follows:

Current Contract Price:	\$6,993,691.00
Contract Change:	<u>\$141,838.25</u>
<b>Adjusted Contract Price:</b>	<b>\$7,135,529.25</b>

Please sign the attached change order, scan the signed copy, and email a copy back to our office. We will forward the executed copy to the Contractor for their records.

Mr. Veneklasen  
January 19, 2022  
Page 2

If you have any questions or comments, please do not hesitate to call.

Sincerely,

**Prein&Newhof**

A handwritten signature in black ink, appearing to read "Steve Taplin", is centered within a light gray rectangular box.

Steve Taplin, P.E.

Enclosures: Change Order No. 1 and supporting documentation



# Change Order

For (project): Wyoming WTP Discharge Piping Improvements					Change No. <b>1</b>	
From (Contractor): Kamminga & Roodvoets					Date: 1/19/2022	
ITEM		VALUE			CHANGE	
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price
1	Bulletin No. 1 - Luminaire Replacement, Type I and Type III	1	LS	\$3,743.25	\$3,743.25	
2	Bulletin No. 2 - Asbestos Abatement of Ex. 54" Steel Pipe	1	LS	\$101,698.00	\$101,698.00	
3	Bulletin No. 2 - Bid Alternate: Cathodic Protection System	1	LS	\$22,200.00	\$22,200.00	
4	Bulletin No. 2 - Ex. 42" Transmission Main Joint Investigation	1	LS	\$3,747.00	\$3,747.00	
5	Bulletin No. 3 - Additional Weld Inspections	1	LS	\$10,450.00	\$10,450.00	
<b>Change Totals</b>						<b>\$141,838.25</b>
<b>Net Change In Contract Price</b>						<b>\$141,838.25</b>

## Bulletin No. 1

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Date: September 14, 2021

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To: Kamminga & Roodvoets

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From: Prein&Newhof

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Project Title: Wyoming WTP Discharge Piping Improvements

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Project #: 2200689

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### **Background:**

This bulletin has been prepared to address scope revisions related to parking lot lighting.

The luminaires on the existing poles are no longer available and cannot be matched. The City desires to secure pricing to replace existing luminaires in the parking area with luminaires matching the proposed fixture.

### **General Scope:**

Replace four existing light pole luminaires with new luminaires matching the proposed pole.

Luminaires to be Cree Traveyo – Large model – or approved equal.

Luminaire color to match existing poles as close as possible.

Provide unit pricing for the following pay items:

- Luminaire Replacement, Type I
- Luminaire Replacement, Type III

Luminaire Type II installation included in “Install New Light Pole (Match Existing)” pay item.

Do not hesitate to call if we can be of assistance.

Sincerely,

**Prein&Newhof**



Steve Taplin, P.E.

Enclosures: Exhibit 1: Luminaire Replacement (sheet 5 markups)  
Cree Traveyo® Cutsheet



# Traveyo® Series

Traveyo® LED Street/Area Luminaire - Large

Rev. Date: V13 07/16/2021

## Product Description

The Cree Lighting Traveyo Series luminaire provides solid performance, future-ready engineering and a better than expected lighting experience. The TRVLG LED Street/Area luminaire offers a full range of optics and CCTs to meet the needs of the application while maintaining the familiarity of a traditional cobrahead design. Designed for easy installation, the Traveyo luminaire features tool-less entry, tool-less rotatable 7-pin photocell receptacle, T-level and +/- 5° fixture leveling.

**Applications:** Major roads, multi-lane highways, parking lots, and general area spaces

## Performance Summary

**Initial Delivered Lumens:** Up to 21,700

**Efficacy:** Up to 153 LPW

**CRI:** Minimum 70 CRI

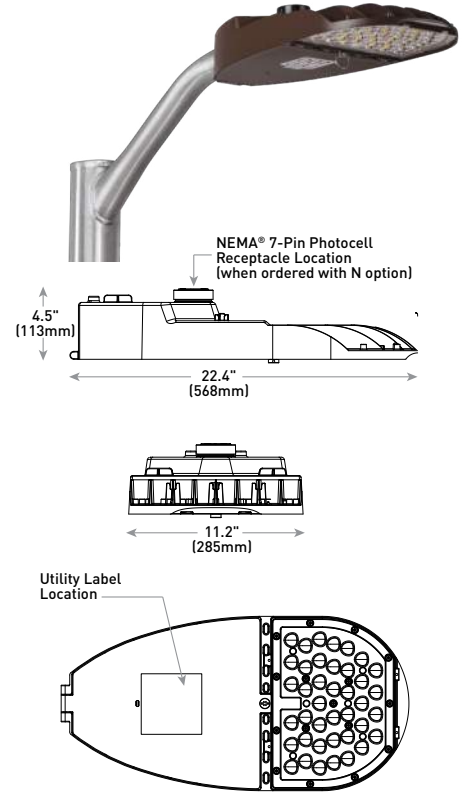
**CCT:** 2700K, 3000K, 4000K, 5700K, Amber

**Limited Warranty\*:** 5 years standard on luminaire and finish, 10 years optional on luminaire and finish, 1 year on accessories

\* See <http://creelighting.com/warranty> for warranty terms

## Accessories

Field-Installed	
<b>Bird Spikes</b> TRV-BRDGRDL	<b>Cul-De-Sac Shield</b> TRV-CLSL - Provides backlight and sidelight control - Black painted aluminum construction - Lumen multiplier (2ME/3ME/4ME): 0.75
<b>Backlight Control Shield</b> TRV-BLSL - Provides 1 mounting height cutoff - Black painted aluminum construction - Refer to initial delivered lumen tables for lumen output	<b>Front Light Shield</b> TRV-FLSL - Provides front light control - Black painted aluminum construction - Lumen multiplier (2ME/3ME): 0.91 - Lumen multiplier (4ME): 0.84
<b>Shorting Cap</b> XA-XLSLHRT	



Weight
10.6 lbs. (4.8kg)

## Ordering Information

Example: TRVLG-A-HT-2ME-13L-27K7-UL-BK-N

TRVLG	A	HT							
Product	Version	Mounting*	Optic	Lumen Package***	CCT/CRI	Voltage	Color Options	Utility Label/ Receptacle	Options
TRVLG Large	A	HT Horizontal Tenon	<b>Asymmetric</b> <b>2ME**</b> Type II Medium <b>3ME**</b> Type III Medium <b>4ME**</b> Type IV Medium <b>Symmetric</b> <b>5ME</b> Type V Medium	<b>13L</b> 13,000 Lumens <b>16L</b> 16,000 Lumens <b>20L</b> 20,000 Lumens  <b>6L</b> 6,000 Lumens - Available only with TRL	<b>27K7</b> 2700K, 70 CRI <b>30K7</b> 3000K, 70 CRI <b>40K7</b> 4000K, 70 CRI <b>57K7</b> 5700K, 70 CRI  <b>TRL</b> Turtle Friendly Amber LEDs, 625nm - Available only with 6L - Additional shielding (by others) may be required for Florida Fish and Wildlife Conservation Commission compliance	<b>UL</b> Universal 120-277V <b>UH</b> Universal 347-480V - Not available with TRL CCT	<b>BK</b> Black <b>BZ</b> Bronze <b>GY</b> Grey	<b>N</b> Utility Label and NEMA® 7-Pin Photocell Receptacle - External wattage label per ANSI C136.15 - 7-pin receptacle per ANSI C136.41 - Factory connected 0-10V dim leads - Requires photocell or shorting cap by others <b>U</b> Utility Label - External wattage label per ANSI C136.15 - Does not have NEMA 7-Pin receptacle - Dimming leads capped off in luminaire - Not available with MX or ZZ options	<b>20KV</b> 20kV/10kA Surge Suppression - Replaces standard 10kV surge protection <b>4BLT</b> 4-Bolt Mounting - Mounts to 2" (51mm) IP, 2.375" (60mm) O.D. horizontal tenon <b>DLI</b> DALI Compatible - Available with UL voltage only - Not available with MX, Q, or ZZ options <b>MX</b> Shipment to Mexico - Refer to Traveyo Logistics Options table on page 2 for details and availability <b>Q9/Q8/Q7/Q6/Q5/Q4/Q3/Q2/Q1</b> Field Adjustable Output (details pages 8-10) - Must select Q9, Q8, Q7, Q6, Q5, Q4, Q3, Q2, or Q1 - Not available with TRL CCT - Offers full range lumen adjustability - Includes wattage label for setting selected - Refer to pages 8-10 for power and lumen values - Luminaire may also be dimmed through 7-Pin receptacle (if applicable) with use of dimming control by others <b>W10</b> 10-Year Limited Luminaire/Finish Warranty <b>ZC</b> Shipment to Canada - Refer to Traveyo Logistics Options table on page 2 for details and availability <b>ZZ</b> International Shipment - Refer to Traveyo Logistics Options table on page 2 for details and availability

\* Reference EPA and pole configuration suitability data on pages 6-7

\*\* Available with Backlight Shield when ordered with field-installed accessory (see table above)

\*\*\* Lumen Package codes identify approximate light output only. Actual lumen output levels may vary depending on CCT and optic selection. Refer to Initial Delivered Lumen tables for specific lumen values



## Product Specifications

### CONSTRUCTION & MATERIALS

- Die cast LM6 (A413) aluminum housing and door
- Stainless steel (304) hardware
- Tool-less entry
- Mounts on 1.25" (32mm) IP, 1.66" (42mm) O.D. or 2" (51mm) IP, 2.375" (60mm) O.D. horizontal tenon (minimum 5.9" [150mm] in length) and is adjustable +/- 5° to allow for fixture leveling (includes two axis T-level to aid in leveling)
- Luminaire secures with two 304 stainless steel mounting bolts; optional four bolt mounting available
- N option includes Utility Label per ANSI C136.15 and 7-pin NEMA® Photocell Receptacle per ANSI C136.41
- Weight:** 10.6 lbs. (4.8kg)

### ELECTRICAL SYSTEM

- Input Voltage:** 120-277V or 347-480V, 50/60Hz
- Power Factor:** > 0.9 at full load
- Total Harmonic Distortion: < 20% at full load
- Integral 10kV surge suppression protection standard; 20kV surge suppression protection optional
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush
- Straight-in wiring to 6-14 AWG terminal block
- Designed with 0-10V dimming capabilities. Controls by others
- Luminaires with utility label (U option) in lieu of NEMA 7-Pin receptacle have dimming leads capped off in luminaire
- 10V Source Current:** 0.15mA
- Luminaires with DLI option are DALI compatible per IEC 62386
- Operating Temperature Range:** 13L & 16L: -40°C - +50°C (-40°F - +122°F); 20L: -40°C - +45°C (-40°F - +113°F)

### REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- NOM Certified when ordered with MX option or ZZ option shipping to Mexico. Exceptions apply with DLI and U options
- Optic and LED area tested to IP66 per IEC 60598-1
- Certified to ANSI C136.31-2010, 3G bridge and overpass vibration standards
- Meets CALTrans 611 Vibration testing
- ANSI C136.2 10kV (standard) and 20kV (optional) surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A limits for conducted and radiated emissions
- Luminaire was subjected to the Mixed Flowing Gas for Electrical Contacts Test according to following specifications: ASTM B 845-97, ANSI NCSS Z540-1 3, ISO 17025:2005. No lumen maintenance or color maintenance degradation was noted during testing
- RoHS compliant. Consult factory for additional details
- Dark Sky Friendly, IDA Approved when ordered with TRL, 27K7 or 30K7 CCTs. Please refer to <https://www.darksky.org/our-work/lighting/lighting-for-industry/fsa/fsa-products/> for most current information
- DLC Premium qualified. Exceptions apply when TRL or Q options are ordered. Please refer to <https://www.designlights.org/search/> for most current information
- IK09 rated housing and IK10 rated lens per IEC 62262:2002
- CA RESIDENTS WARNING:** Cancer and Reproductive Harm – [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov)

## Product Specifications

### SYNAPSE® SIMPLYSNAP INTELLIGENT CONTROL FOR NON-STREET LIGHTING APPLICATIONS ONLY

The Traveyo Series is compatible with the Synapse® SimplySNAP platform. A highly intuitive connected lighting solution for Site and Area applications only. The system features a reliable and robust self-healing mesh network with a browser-based interface that runs on smartphones, tablets, and PCs. Using a Twist-Lock Lighting Controller and Site Controller, SimplySnap provides: energy productivity, code compliance and a better light experience for non-street lighting installations. SimplySNAP is optimized to create and manage networks for campus wide Area and Site applications which differs from networking requirements for street lighting applications.

#### Synapse Wireless Control Accessories (for Non-Street Lighting Applications only)

##### Twist-Lock Lighting Controller

- TL7-B2
- Suitable for 120-277V (UL) voltage only
  - Requires NEMA/ANSI C136.41 7-Pin Dimming Receptacle
  - Provides On/Off switching, dimming, power metering, digital sensor input, and status monitoring of luminaire
  - Refer to [TL7-B2](#) spec sheet for details

##### Twist-Lock Lighting Controller

- TL7-HVG
- Suitable for 120-480V (UL and UH) voltage
  - Requires NEMA/ANSI C136.41 7-Pin Dimming Receptacle
  - Provides On/Off switching, dimming, power metering, digital sensor input, and status monitoring of luminaire
  - Refer to [TL7-HVG](#) spec sheet for details

##### SimplySNAP Central Base Station

- CBS5W-450-002
- Includes On-Site Controller (SS450-002) and 5-button switch
  - Indoor and Outdoor rated
  - Refer to [CBS5W-450-002](#) spec sheet for details

##### Synapse Wireless Sensor

- WSN-DPM
- Motion and light sensor
  - Control multiple zones
  - Refer to [WSN-DPM](#) spec sheet for details

##### SimplySNAP On-Site Controller

- SS450-002
- Verizon® LTE-enabled
  - Designed for indoor applications
  - Refer to [SS450-002](#) spec sheet for details

##### Building Management System (BMS) Gateway

- BMS-GW-002
- Required for BACnet integration
  - Refer to [BMS-GW-002](#) spec sheet for details

##### Outdoor Antennas

###### (Optional, for increased range, 8dB gain)

- KIT-ANT420SM
- Kit includes antenna, 20' cable and bracket
  - KIT-ANT360
  - Kit includes antenna, 30' cable and bracket
  - KIT-ANT600
  - Kit includes antenna, 50' cable and bracket
  - Refer to [Outdoor antenna spec sheet](#) for details

#### Electrical Data\*

Lumen Package	CCT/CRI	System Watts 120-480V**	Utility Label Wattage	Total Current (A)					
				120V	208V	240V	277V	347V**	480V**
6L	TRL	84	80	0.71	0.41	0.36	0.31	N/A	N/A
13L	27K7, 30K7, 40K7, 57K7	96	100	0.81	0.46	0.40	0.35	0.29	0.21
16L		110	110	0.92	0.53	0.46	0.40	0.33	0.24
20L		150	150	1.27	0.72	0.62	0.54	0.44	0.32

\* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%.  
\*\* 347-480V not available with TRL or DLI.

#### Traveyo® Series Ambient Adjusted Lumen Maintenance<sup>1</sup>

Ambient	CCT/CRI	Initial LMF	36K hr Reported <sup>2</sup> LMF	50K hr Reported <sup>2</sup> LMF	75K hr Reported <sup>2</sup> /Estimated <sup>3</sup> LMF	100K hr Reported <sup>2</sup> /Estimated <sup>3</sup> LMF
5°C (41°F)	TRL	1.14	1.03	1.01	0.96 <sup>2</sup>	0.91 <sup>2</sup>
	27K7, 30K7, 40K7, 57K7	1.01	0.94	0.91	0.86 <sup>3</sup>	0.82 <sup>3</sup>
10°C (50°F)	TRL	1.10	1.00	0.97	0.92 <sup>2</sup>	0.88 <sup>2</sup>
	27K7, 30K7, 40K7, 57K7	1.01	0.94	0.91	0.86 <sup>3</sup>	0.81 <sup>3</sup>
15°C (59°F)	TRL	1.07	0.97	0.94	0.90 <sup>2</sup>	0.85 <sup>2</sup>
	27K7, 30K7, 40K7, 57K7	1.01	0.94	0.91	0.86 <sup>3</sup>	0.81 <sup>3</sup>
20°C (68°F)	TRL	1.03	0.93	0.91	0.87 <sup>2</sup>	0.82 <sup>2</sup>
	27K7, 30K7, 40K7, 57K7	1.00	0.93	0.90	0.85 <sup>3</sup>	0.80 <sup>3</sup>
25°C (77°F)	TRL	1.00	0.91	0.88	0.84 <sup>2</sup>	0.80 <sup>2</sup>
	27K7, 30K7, 40K7, 57K7	1.00	0.92	0.90	0.85 <sup>3</sup>	0.80 <sup>3</sup>

<sup>1</sup> Lumen maintenance values at 25°C (77°F) are calculated per IES TM-21 based on IES LM-80 report data for the LED package and in-situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions.

<sup>2</sup> In accordance with IES TM-21, Reported values represent interpolated values based on time durations that are up to 6x the tested duration in the IES LM-80 report for the LED.

<sup>3</sup> Estimated values are calculated and represent time durations that exceed the 6x test duration of the LED.

#### Traveyo® Logistics Options

These options cannot be combined. Must order standard (no option selected), or only one of MX, ZC or ZZ.

Standard*	MX	ZC	ZZ
For shipments to USA and US territories	For shipments to Mexico	For shipments to Canada	For shipments outside of USA, U.S. territories, and Canada
cULus	cULus, NOM	cULus	cULus, NOM

\*Final assembly may occur in USA or other locations. Consult factory if assembled in USA of US and imported parts is a requirement for your project.

## Steve Taplin

---

**From:** Jeff Talsma <talsmje@kandrinc.com>  
**Sent:** Monday, November 15, 2021 9:22 AM  
**To:** Steve Taplin  
**Subject:** RE: [External] FW: Wyoming WTP Lighting Bulletin

Looks good, thank you Steve!



Jeff Talsma  
Kamminga and Roodvoets Inc.  
Phone: (616) 949-0800 Ext. 130  
Fax: (616) 949-1894

---

**From:** Steve Taplin <staplin@preinnewhof.com>  
**Sent:** Monday, November 15, 2021 9:19 AM  
**To:** Jeff Talsma <talsmje@kandrinc.com>  
**Subject:** RE: [External] FW: Wyoming WTP Lighting Bulletin

Jeff,  
I have a revised bulletin price of \$3,743.25 with the \$150 credit.

Please confirm and I'll get this over to Wyoming for their approval. Thanks,

**Steve Taplin, PE**  
**Prein&Newhof**

---

**From:** Todd Strain <todd@strainelectric.com>  
**Sent:** Friday, November 12, 2021 7:45 AM  
**To:** Steve Taplin <staplin@preinnewhof.com>; Jeff Talsma <talsmje@kandrinc.com>  
**Subject:** RE: [External] FW: Wyoming WTP Lighting Bulletin

Steve, yes we can give you a \$150.00 credit towards to purchase of the new fixtures.

Thanks,

Todd Strain  
[todd@strainelectric.com](mailto:todd@strainelectric.com)  
Strain Electric Co.



---

**From:** Steve Taplin <staplin@preinnewhof.com>  
**Sent:** Thursday, November 11, 2021 3:05 PM

## Bulletin No. 2

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Date: December 23, 2021

---

To: Kamminga & Roodvoets

---

From: Prein&Newhof

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Project Title: Wyoming WTP Discharge Piping Improvements

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Project #: 2200689

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### **Background:**

This bulletin has been prepared to address scope revisions related to the following items:

- Asbestos coating material on the existing steel pipelines
- Investigation of additional 42" PCCP joints
- Cathodic protection

### **Asbestos Coating**

Existing steel 54" pipe coating has been tested for asbestos. Testing results indicate the coating material contains asbestos.

Follow applicable local, state, and federal regulations related to asbestos and its abatement.

In general, care shall be taken while working around the existing pipe coating that contains asbestos. Remove the coating material only to the extent necessary to connect to the new pipe. Collect and dispose of dust and particulate generated during coating removal in accordance with local, state, and federal guidelines.

Dispose of asbestos-containing pipe and debris in accordance with local, state, and federal regulations.

Develop a plan for handling asbestos materials and their disposal. Submit the plan for information.

Please provide a price to develop and implement an asbestos abatement plan.

### **Investigation of Additional 42" PCCP Joints**

Initial field verification of the existing 42" PCCP joint at the 90-degree bend revealed a damaged joint. Additional joint verification is necessary to determine if additional 42" pipe replacement is required.

Expose joint to spring line and provide access to joint for inspection. Remove and repair joint grout as necessary for inspection.

Please provide a unit price per joint for the additional investigation work.

Upon completion of the joint verification work, a new tie-in point will be selected. The City has already determined that the stick of pipe immediately east of the 42" PCCP 90-bend is to be replaced with steel pipe.

### **Cathodic Protection**

The bidding documents included a bid alternate for a cathodic protection system. Based on recent investigation of the existing pipeline, the scope of work related to the cathodic protection system has been modified.

See attached revised construction drawings showing the proposed cathodic protection system modifications.

Please provide an updated lump sum price for the cathodic protection system bid alternate based on the revisions.

Sincerely,  
**Prein&Newhof**



Steve Taplin, P.E.

Enclosures: Asbestos Sampling Results  
Cathodic Protection System Redlines (Sheets 9-11 and 18-20 of 21)

1. Asbestos Coating - \$101,698.00 lsum - will require roughly 1.5-2 weeks
2. Investigation of joints - K&R will perform at T&M not to exceed \$2,395/joint. If existing conditions of the pipe necessitate additional work, it will be at an additional cost.
3. Cathodic Protection - The lump sum price for cathodic protection system is \$22,200.00. This reduced price from the original \$39,000.00, includes eliminating (3) test stations with reference cells and (25) anode bags that were located at these test stations.

## Steve Taplin

---

**From:** Jeff Talsma <talsmje@kandrinc.com>  
**Sent:** Thursday, January 13, 2022 9:11 AM  
**To:** Steve Taplin  
**Cc:** Tim Bergstrom; Jake Klapmust  
**Subject:** [External] Bulletin #2 Joint Investigation

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact your IT Department.

Steve,  
The total price for the joint dig ups completed came to \$3,747.00/Lsum.

Would you like us to submit revised bulletin pricing or can we utilize this email to proceed with a change order?

Thank you!



Jeff Talsma  
Kamminga and Roodvoets Inc.  
Phone: (616) 949-0800 Ext. 130  
Fax: (616) 949-1894



PROJECT NO.: 211034  
 REPORT DATE: 12/1/2021  
 SHEET: 1 OF 3

PROJECT: Wyoming Water Treatment Plant - Holland  
 CLIENT: City of Wyoming

**TESTING REPORT**

TESTING TYPE:	ASBESTOS	
LOCATION(S):	Buried Pipe Coating only	
TESTING COMPLETION DATE:	11/29/2021	
NO. OF MATERIALS:	1	
CODE OR STANDARD:	EPA AHERA 40CFR, Subpart E, 763.86; EPA NESHAP 40 CFR 61; OSHA 29 CFR 1926.1101 (K)(S)	
MTC PROCEDURE:	ASB-0004.0 Asbestos Survey and Bulk Sampling - Ltd. Destructive	
ANALYSIS BY:	EMSL Analytical, Inc.	METHOD: EPA 600/R-93/116 PLM
LAB TEST REPORTS:	Enclosed following Summary and Recommendations	

**Summary:** Tested materials, sample numbers and sample locations are provided on Lab Test Report. Sample locations do not represent all locations materials may be present, but represent the material based on visual characteristics (like materials). Quantities are estimated for management of materials in place, and for bidding purposes should be field verified. The following summarizes asbestos materials, assumed asbestos materials and potentially hidden asbestos materials:

- o Asbestos was detected in materials sampled. (See enclosed lab Test Reports for materials tested.)
- o No assume asbestos materials were observed.
- o No asbestos materials were potentially hidden.

**Recommendations:** *Materials containing asbestos are regulated by MIOSHA and DEGLE. For air quality, DEGLE regulates asbestos materials with content greater than 1%. For worker protection, MIOSHA regulates asbestos materials at detectable levels, with minimum work practice requirements for materials with detectable amounts below 1% and as Asbestos Containing Materials for materials with greater than 1% asbestos content. Building Owners have obligations under MIOSHA Part 602, including but not limited to communicating this report to employees and employers working in the building; treating unidentified materials as assumed or presumed asbestos containing materials (PACM) and handling assumed and PACM as asbestos containing materials until tested for asbestos content; and communicating to employees and employers working in the building the hazards associated with the potential existence of hidden asbestos materials in cavities, vaults, pits, spaces below floor slabs and below other materials with instructions to stop work when suspect asbestos materials are encountered. Consult with Materials Testing Consultants for additional assessments and testing.*

ASBESTOS INSPECTOR-ACCREDITATION NO: Matt Plummer-A51770      REVIEWED BY: Allan Howland

Testing was performed by a State of Michigan Accredited Asbestos Inspector in accordance with generally accepted industry practice, Materials Testing Consultants procedures and the above referenced standards. This report has been prepared for the exclusive use of the client and any partial or whole reproduction without the consent of the client is prohibited. This report is applicable only to the items and location(s) listed herein.



PROJECT NO.: 211034  
 REPORT DATE: 12/1/2021  
 SHEET: 2 OF 3

PROJECT CLIENT: Wyoming Water Treatment Plant - Holland  
 City of Wyoming

**TESTING REPORT**



**EMSL Analytical, Inc.**  
 6340 CastlePlace Dr. Indianapolis, IN 46250  
 Tel/Fax: (317) 803-2997 / (317) 803-3047  
 http://www.EMSL.com / indianapolistab@emsl.com

EMSL Order: 162128136  
 Customer ID: MATE53  
 Customer PO:  
 Project ID:

**Attention:** Allan Howland  
 Materials Testing Consultants  
 693 Plymouth Avenue, NE  
 Grand Rapids, MI 49505  
**Project:** 211034 / Wyoming Water Treatment

**Phone:** (616) 456-5469  
**Fax:** (616) 456-5784  
**Received Date:** 11/29/2021 12:29 PM  
**Analysis Date:** 11/29/2021  
**Collected Date:** 11/23/2021

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
101 162128136-0001	West Pipe - Pipe Cover, Black	Black Fibrous Homogeneous		70% Non-fibrous (Other)	30% Chrysotile
102 162128136-0002	East Pipe - Pipe Cover, Black	Black Fibrous Homogeneous		70% Non-fibrous (Other)	30% Chrysotile

Analyst(s)  
 Maggie Hayden (2)

*Melissa Newkirk*  
 Asbestos Laboratory Manager  
 or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/4-92-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-fragile organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.  
 Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262

Initial report from: 11/29/2021 16:12:53

ASBESTOS INSPECTOR-ACCREDITATION NO: Matt Plummer-A51770 REVIEWED BY: Allan Howland

Testing was performed by a State of Michigan Accredited Asbestos Inspector in accordance with generally accepted industry practice, Materials Testing Consultants procedures and the above referenced standards. This report has been prepared for the exclusive use of the client and any partial or whole reproduction without the consent of the client is prohibited. This report is applicable only to the items and location(s) listed herein.



PROJECT NO.: 211034
REPORT DATE: 12/1/2021
SHEET: 3 OF 3

PROJECT: Wyoming Water Treatment Plant - Holland
CLIENT: City of Wyoming

TESTING REPORT

OrderID: 162128136



PROJECT NO.: 211034
PROJECT NAME: Wyoming water treatment
CLIENT:

162128136

CHAIN OF CUSTODY

Report to: Allan Howland
Analysis Requested: PLM EPA 600
Sampled by: M. Plummer
Remarks:
Relinquished by: M. Plummer
Received by: Wilson
Email to: AHowland@mtc-test.com
Turnaround Time: 24 Hr
Sample Date: 11-23-21
Date/Time: 11-24-21 @ 14:00
Date/Time: 11/29/21 1229 off

ASBESTOS INSPECTOR-ACCREDITATION NO: Matt Plummer-A51770 REVIEWED BY: Allan Howland

Testing was performed by a State of Michigan Accredited Asbestos Inspector in accordance with generally accepted industry practice, Materials Testing Consultants procedures and the above referenced standards. This report has been prepared for the exclusive use of the client and any partial or whole reproduction without the consent of the client is prohibited. This report is applicable only to the items and location(s) listed herein.













## Bulletin No. 3

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Date: January 7, 2022

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To: Kamminga & Roodvoets

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From: Prein&Newhof

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Project Title: Wyoming WTP Discharge Piping Improvements

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Project #: 2200689

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### Background:

This bulletin has been prepared to address scope revisions related to the following items:

- Additional weld inspection
- Removal of VC #2 slide rail system and special embedment

### Additional Weld Inspection **\$10,450.00**

The specification currently requires 100% of closure welds (welds only visually inspected for leakage), plus an additional 20 joints randomly selected by the Engineer, to be tested by an independent testing laboratory per Section 40 05 24, Par 3-4.06.01 of the project specifications.

RFI 003 provides additional clarification on testing requirements.

Please provide a price adjustment to have 100% of all closure welds and all welds on the pipe west and south of valve 54-LV-21 (Mark 412) tested by an independent testing laboratory in conformance with the above referenced documents. Include pricing for one (1) additional joint in New Holland Street east of Mark 412 to be tested by an independent testing laboratory.

### Removal of VC #2 Slide Rail System and Special Embedment **\$21,735.00 - MUST KNOW BY 1/12/22**

Initial field verification of the existing 42" PCCP joint at the 90-degree bend revealed a damaged joint. Special care is required during removal of the VC #2 slide rail system to reduce potential for damage to the pipeline.

Coordinate with City to shut down 54" pipe in New Holland and de-pressurize main. Do not drain.

Expose approximately 20' of 42" pipe north of the 90-degree bend (within the one on one slope from edge of slide rail system). Remove soil over pipe and down to spring line on the east side of the pipe. Remove soil from the east joint of the bend up to grade on a one on one slope from the joint spring line to the east.

Monitor 90-degree bend and pipe bedding for movement. Notify Engineer immediately if movement observed.

Backfill north, west, and south side of valve chamber with granular material and remove box system as progress. Box out east side between the chamber and the box wall to minimize volume of flowable fill required. Backfill east side with flowable fill. Raise slide rail system after each material lift.

Maximum lift size to be 8-inches. Continue backfill operation to spring line of 42" 90-degree bend.  
Allow flowable fill to cure.

Remove slide rail system. Backfill remainder of valve chamber and exposed 42" pipe in 12" lifts.

Coordinate with City to return 54" pipe in New Holland to service.

Please provide a lump sum price for removal of the slide rail system and special embedment material for the 42-inch bend.

Sincerely,  
**Prein&Newhof**

A handwritten signature in black ink, appearing to read "S. Taplin", is centered below the company name.

Steve Taplin, P.E.

Enclosures:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM CORE TECHNOLOGY FOR  
TIMS IMPORT SOFTWARE FROM LEXISNEXIS DORS PRODUCT  
AND RELATED SERVICES AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. On December 20, 2021, City Council approved resolution number 27231 to accept an agreement from LexisNexis Coplogic Solutions, Inc. for front desk officer reporting system (DORS) software.
2. As detailed in the staff report, the TIMS Import from LexisNexis DORS product is also required to implement the online reporting function of DORS.
3. It is recommended the City Council accept a quote from Core Technology for the TIMS Import from LexisNexis DORS license, service fee and annual maintenance fee in a total estimated amount of \$3,920.00.
4. Funds are available as detailed on the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Core Technology for the TIMS Import from LexisNexis DORS product and related services in the total estimated amount of \$3,920.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:  
Seconded by Councilmember:  
Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Quote/Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: January 26, 2022  
Subject: TIMS Import Software  
From: Captain Timothy Pols  
Meeting Date: February 7, 2022

---

### **RECOMMENDATION:**

It is recommended the City Council approve the purchase of “TIMS Import from LexisNexis DORS Product” for the Department of Public Safety–Police. The software will be purchased from Core Technology. This software would be utilized for online reporting of specified incidents to the Public Safety Department and is required in order to implement the online reporting function of the Desk Officer Reporting System approved for purchase on December 20, 2021.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Online reporting provides an additional link between the Department of Public Safety and the community we serve. It would be accessible to residents through the City’s website. It enhances safety, especially during a pandemic, by providing community members the option to report certain incidents online without unnecessary personal contact with others. Community members will have the choice of reporting online or meeting with a public safety officer to make a report. It demonstrates stewardship by maximizing limited public safety resources and eliminating the need for an immediate police response to minor incidents.

### **DISCUSSION:**

Online reporting software called Desk Officer Reporting System (DORS) was approved for purchase by Council on December 20, 2021. As staff began to implement the online reporting, it became evident that additional software was necessary in order to import the online citizen reports (DORS) into our existing report system (TIMS). This purchase is single source as it must accommodate specific technology specifications relating to existing software.

### **BUDGET IMPACT:**

The cost for the additional software necessary for implementation is \$2,000, installation and configuration services will cost \$1,320, and there is an ongoing budget impact of \$600 annually for product support. The total cost of this project is \$3,920.00.

Funds are budgeted within Fund 285 – Federal Grants Fund.



Quotation/Order Form

Quote #: CORE-00001719  
 Quote Date: September 01, 2021  
 Expiration Date: November 30, 2021

Quote For: Kate Gardner  
 Wyoming Police Department, MI  
 Address: 2300 De Hoop Ave SW  
 City, State Zip: Wyoming, MI 49509

Prepared By: Sarah Lee  
 Phone: (517) 256-6995  
 Email: slee@coretechcorp.com

One Time License				
PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
TIMS Import from LexisNexis DORS product	TIMS Import from LexisNexis DORS product (Desk Officer Reporting System).	1	\$2,000.00	\$2,000.00
SUBTOTAL				\$2,000.00

One Time Service				
PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
Core - Installation and Configuration Services	Installation and Configuration Services	1	\$1,320.00	\$1,320.00
SUBTOTAL				\$1,320.00

Annual Maintenance				
PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
TIMS Import from LexisNexis DORS product support	TIMS Import from LexisNexis DORS product support	1	\$600.00	\$600.00
SUBTOTAL				\$600.00

**TOTAL: \$3,920.00**

- **Basic Subscription and Annual Maintenance provides access to our support services Monday through Friday 8 am to 5 pm. 24/7 support is available for an additional fee. Please contact your sales representation for a quote.**

**Terms and Conditions:**

This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

1. This Order Authorization form incorporates by reference the following document(s) between Core and Customer:
  - o Software License Agreement; and (if applicable)
  - o Core Service Bureau terms and conditions; and (if applicable)
  - o Statement of Work.
2. Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Core Technology Corporation.
3. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.

4. Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by Core and/or the Customer to execute this Order Authorization on Core's and/or the Customer's behalf.
5. Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
6. Transmission of images of signed Order Authorization forms by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed document Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

---

**Payment Terms:**

Software license and Service fees are invoiced and due upon receipt of the order. Annual Support fees are invoiced and due after software implementation. First year software subscription fees are due upon receipt of order, and at each anniversary thereafter. This price quote does not include tax.

---

**Core Technology Corporation:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Customer:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

*Please sign and return. Fax Number: 517-627-8944*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXTEND SPRING BIDS

WHEREAS:

1. As detailed in the attached staff reports, bids were received for sand and topsoil on February 11, 2020, and awarded by the City Council via Resolution #26612 on March 2, 2020.
2. Top Grade Aggregates, LLC has offered to extend their current bid pricing for sand through February 26, 2023.
3. Bultsma Construction Co. has offered to extend their current bid pricing for topsoil through February 28, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby extend the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Sand	Top Grade Aggregates, LLC	\$6.90/ton
Topsoil	Bultsma Construction Co.	\$7.85/ton

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports (2)

Letters (2)

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: January 26, 2022

SUBJECT: Bid Extension – Sand

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 7, 2022

---

### **RECOMMENDATION:**

It is recommended that the City Council extend the bid for sand to Top Grade Aggregates, LLC, at a unit price of \$6.90 per ton of Class II, Bank-run Sand.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Sand is used as backfill material when completing utility infrastructure repairs throughout the City. The sand specified ensures proper water drainage and is screened to meet state construction standards.

### **DISCUSSION:**

On March 2, 2020 the City Council awarded the bid for sand to Top Grade Aggregates, LLC, as referenced with Resolution Number 26612. The bid was extended for 2021 and Top Grade has agreed to extend their bid pricing until February 26, 2023. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

The Public Works Department uses approximately 3,500 tons of sand each year. The unit cost of the sand will be \$6.90 per ton, for an estimated yearly total cost of \$24,150. The material is delivered to the Public Works Department, where a stockpile of sand is maintained.

### **BUDGET IMPACT:**

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

### **ATTACHMENTS:**

Contract Extension Letter, Top Grade Aggregates, January 24, 2022  
Bid Tabulations, February 11, 2020



1/24/2022

City of Wyoming  
Public Service Building  
2660 Burlingame Ave SW  
Wyoming MI 49509

To whom it should concern.

This document shall serve as written confirmation of quote extension for "Bankrun Sand, Class II M.D.O.T." Effective January 24, 2022, Top Grade Aggregates LLC, and Top Grade Transport LLC agreed to hold delivered price for Bankrun Sand, Class II Mdot, at \$6.90 per Ton, as quoted 2/10/2020.

This price extension shall stay in effect until February 26, 2023.

(attachment)

Bid / Proposal Form, as submitted 2/10/2020.

(signature for proponent)

Randall L. Patterson

Date signed: January 24, 2022

City of **Wyoming** Michigan

TABULATION OF BIDS  
FOR TOPSOIL - BID # 1810

OPENED BY THE CITY CLERK ON FEBRUARY 11, 2020 AT 11:00 A.M. O'CLOCK

Bidder	Sand (per Ton)
Top Grade Aggregates, LLC	\$ 6.90
Stoneco of Michigan	\$ 7.05
Yellow Rose Transport	\$ 7.95
Lucas Concrete Construction	\$ 22.45

## STAFF REPORT

DATE: January 26, 2022

SUBJECT: Bid Extension – Topsoil

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 7, 2022

---

### **RECOMMENDATION:**

It is recommended that the City Council extend the bid for topsoil to Bultsma Construction Co., at a unit price of \$7.85 per ton of screened topsoil.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Topsoil is used throughout the City by the Public Works Department to restore surface damage caused by maintenance practices such as utility repairs, sidewalk repairs or tree removals. Topsoil purchased and used by the City is made from composted materials.

### **DISCUSSION:**

On March 2, 2020 the City Council awarded the bid for topsoil to Bultsma Construction Co., as referenced with Resolution Number 26612. The bid was extended for 2021 and Bultsma Construction has agreed to extend their bid pricing until February 28, 2023. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

The Public Works Department uses approximately 1,200 tons of screened topsoil each year. The unit price of screened topsoil will be \$7.85 per ton, for an estimated yearly total cost of approximately \$9,420. The material is delivered to the Public Works Department, where a stockpile of topsoil is maintained.

### **BUDGET IMPACT:**

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

### **ATTACHMENTS:**

Contract Extension Email, Bultsma Construction, January 13, 2022  
Bid Tabulations, February 11, 2020

**Theis, Jodie**

---

**From:** Carole Bultsma <carolebultsmabuilds@gmail.com>  
**Sent:** Thursday, January 13, 2022 3:56 PM  
**To:** Theis, Jodie  
**Subject:** Re: City of Wyoming - Topsoil Bid

Yes, we are willing to extend this with the same price of \$7.85 per ton of topsoil. Let me know if you need anything further.  
Thank you,

On Thu, Jan 13, 2022 at 2:56 PM Theis, Jodie <[TheisJ@wyomingmi.gov](mailto:TheisJ@wyomingmi.gov)> wrote:

Good afternoon.

It is time to re-bid for the topsoil. We are wondering if you would be interested in extending your bid pricing for one more year. If you are able to extend, can you please send a letter (or responding to this email is fine) that you are willing to extend your current bid prices through February 28, 2023?

Thank you,

Jodie Theis  
Public Services Supervisor  
City of Wyoming  
(616) 530-7260  
[theisj@wyomingmi.gov](mailto:theisj@wyomingmi.gov)

City of **Wyoming** Michigan

TABULATION OF BIDS  
FOR TOPSOIL - BID # 1810

OPENED BY THE CITY CLERK ON FEBRUARY 11, 2020  
AT 11:00 A.M. O'CLOCK

Bidder	Screened Topsoil (per Ton)
Bultsma Construction Co.	\$ 7.85
Oetman Excavating LLC	\$ 7.95

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BID AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated as per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
On-line Filter Turbidimeters	Hach Company	\$130,554

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:  
Seconded by Councilmember:  
Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 7, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: January 27, 2022

Subject: Award of Bid for Water Treatment Plant On-line Filter Turbidimeters

From: Jaime Fleming, Utilities Laboratories Manager  
Robert Veneklasen, Water Plant Superintendent

Meeting Date: February 7, 2022

---

### **RECOMMENDATION:**

It is recommended the City Council authorize the purchase of eighteen on-line turbidimeters at a cost of \$130,554 from the low bidder, Hach Company.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The use of continuous, on-line turbidimeters on the Water Treatment Plant's eighteen final filters ensures the Water Treatment Plant meets monitoring requirements and water quality standards set by the USEPA and the State of Michigan and protects the health of all individuals that use and consume the water in Wyoming and our wholesale communities.

### **DISCUSSION:**

The last step in the treatment of drinking water is filtration through eighteen sand filters, after which the water is considered a finished, potable water. Compliance with the filtration step must be determined through the measurement and monitoring of turbidity at all eighteen filters. A water that exceeds the maximum limit on turbidity cannot be used for human consumption.

Although there are different proprietary technologies for the measurement of turbidity, we have standardized our plant to the Hach Company's. However, our current turbidimeters have been in service for twelve years and are an outdated model that is no longer supported by Hach. We therefore planned and budgeted for their replacement in the current fiscal year.

Solicitations for competitive price bids were sent to thirteen vendors of Hach brand on-line turbidimeters and a bid was received from one vendor, the Hach Company itself. It is recommended that this bid be awarded to Hach Company in the amount of \$130,554.

### **BUDGET IMPACT:**

Funds for the purchase of eighteen turbidimeters are budgeted in the capital outlay account: 591-591-57300-986.444.

**HACH TURBIDIMETERS WITH CONTROLLERS CONTRACT**

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

**Recitals**

City requested bids/proposals for the **Hach Turbidimeters with Controllers** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 11, 2022 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Hach Company  
LEGAL NAME OF COMPANY

N/A  
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation - incorporated in Delaware  
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

5600 Lindbergh Drive  
STREET ADDRESS

Loveland CO 80538  
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

**Terms and Conditions**

In exchange for the consideration in and referred by this Contract, the parties agree:

- Contractor will provide the materials and services in accordance with the Contract Documents.
- City will pay the Contractor in accordance with the Contract Documents.
- This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

**City of Wyoming**

By: \_\_\_\_\_  
 Jack A. Poll, Mayor

**Contractor**

By: Chad Spraker  
 Signature for Contractor

By: \_\_\_\_\_  
 Kelli A. VandenBerg, City Clerk

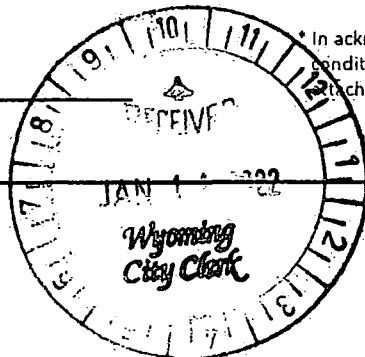
Chad Spraker, Supervisor, Sales Project Bids  
 Printed Name & Title of Person Signing

Date signed: \_\_\_\_\_

Date signed: 1/11/2022

Approved as to form: [Signature]  
 Scott G. Smith, City Attorney

\* In acknowledgment and agreement with contract terms and conditions as modified by the Hach Contract Addendum attached hereto and incorporated by reference:



ORDINANCE NO. 4-22

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES  
BY AMENDING SECTION 90-401B IN ARTICLE 4B

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4B, Section 90-401B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-401B PRINCIPAL PERMITTED USES**

In the B-1 business district, the following uses are permitted:

- (1) Banks.
- (2) Savings and loans.
- (3) Mortgage companies.
- (4) Uses similar to the above.
- (5) Clothing services as follows:
  - (a) Laundry agency.
  - (b) Self-service laundry and dry cleaning.
  - (c) Dry cleaning establishment using not more than two clothes cleaning units, neither of which shall have a rated capacity of more than 40 pounds, using cleaning fluid which is nonexplosive and nonflammable.
  - (d) Dressmaking.
  - (e) Millinery.
  - (f) Tailor and pressing shop.
  - (g) Shoe repair shop.
- (6) Equipment services as follows:
  - (a) Radio or television shop.
  - (b) Electric appliance shop.
  - (c) Watch repair shop.
  - (d) Shoe repair shop.
  - (e) Uses similar to the above.
- (7) Food service (excluding drive-in type businesses), the business of which shall be conducted entirely within an enclosed building, except that outdoor seating areas shall be permitted (such seating areas may be located in required yard setbacks, provided that such seating shall not impede pedestrian walkways or parking lots, and shall not include table service; all such seating shall be removed when out of season), as follows:
  - (a) Grocery, baked goods and delicatessen.
  - (b) Restaurant.
  - (c) Ice cream stand or shop.
  - (d) Uses similar to the above.
- (8) Offices as follows:
  - (a) Business.

- (b)Medical.
- (c)Professional.
- (9) Personal services as follows:
  - (a)Barbershop.
  - (b)Beauty shop.
  - (c)Health salon.
  - (d)Photographic studio.
  - (e)Uses similar to the above.
- (10) Retail service and retail stores generally as follows:
  - (a)Drugstore.
  - (b)Hardware store, paint and wallpaper.
  - (c)Stationer.
  - (d)News dealer.
  - (e)Apparel shop.
  - (f)Household appliances.
  - (g)Flower shop.
  - (h)Gift shop.
  - (i)Variety stores.
  - (j)Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.
- (11) Accessory buildings and uses customarily incidental to the above uses.
- (12) Off-street parking.
- (13) Municipal buildings and uses.
- (14) Physical Culture Facilities, Gymnasiums, and Reducing Salons
- (15) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens, and other similar uses.

Section 2. This ordinance shall take effect on \_\_\_\_\_, 2022.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2022.

---

Kelli A. Vandenberg  
Wyoming City Clerk

January 31, 2022

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Permit Veterinary Clinics and Hospitals, excluding outdoor use of property for exercise yards, pens and other similar uses, as a Permitted Use in the B-1 District (Section 90- 401B)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on January 18, 2022. A motion was made by Arnoys, supported by Goodheart, to recommend to the City Council adoption of revised Section 90-401B Principal Permitted Uses Zoning Ordinance text amendment which would permit Veterinary Clinics and Hospitals in B-1 zone districts. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming restricts where veterinary clinics are permitted in the city. Currently this use is only permitted in B-2 districts and some areas of the Form Based Code, as well as in the B-3 and PUD-3 Zoning Districts as a special use.

In the past, staff has received inquiries from potential business owners regarding the permitted zoning districts for establishing veterinary clinics in the City. Upon further research, staff found that veterinary clinics are also compatible for usage within the City's B-1 zoning district. These facilities are compatible with the existing B-1 dimensional requirements and will provide greater access to this health and wellness service for residents with pets throughout the community.

During the public hearing no members of the public spoke on the proposed ordinance. The proposed zoning code text amendment is attached.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

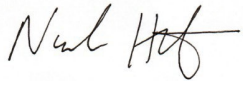
Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Director of Planning and Economic Development  
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

Wilkins commented saying that she would need to speak with their engineer to confirm, however, referring back to the plan it shows the large vehicles entering the site from the west exiting east.

Goodheart asked about the fire maneuverability plan and the fire truck access to the site.

Wilkins stated that she could look into it with engineer and get back to staff.

Goodheart asked about building addresses regarding condition #7.

Meagher stated that the fire department requested that addresses be posted on both buildings on site in case there was an emergency.

Weller asked if the trash dumpster would be located behind the building in the rear.

Wilkins confirmed that the trash dumpster would be located in the rear behind the building.

A vote on the motion carried unanimously.

## AGENDA ITEM NO. 2

### Request to amend Zoning Code Section 90-401B Permitted Uses in the B-1 Zoning District (Wyoming Planning Staff)

Meagher presented some general background information. The Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City's Zoning Code with the vision set forth in this comprehensive plan. Through this review process, staff has identified that Veterinary Clinics and Hospitals may be compatible with the B-1 zoning district as a permitted use.

Meagher explained that in the past, staff has received inquiries from potential business owners regarding the permitted zoning districts for establishing veterinary clinics in the City. Currently, these clinics are permitted in the City's B-2 General Business district and some areas of the Form Based Code District as a permitted use, and the B-3 and PUD-3 Districts as a special use. Upon further research, consideration, and discussion, staff has found that veterinary clinics may also be compatible for permitted usage within the City's B-1 zoning district. B-1 dimensional requirements mirror those of the B-2 zoning district where veterinary clinics are already permitted by right, so it is expected that these facilities would be able to operate within the district's current dimensional framework. Meagher said that B-1 veterinary clinics would also share the B-2 district's definition of the use, where outdoor use of property for exercise yards, pens, and other similar uses is not permitted; making them compatible with adjacent residential districts.

Meagher explained that the B-1 zoning district also already allows Urgent Care Veterinary Clinics as a special use. The proposed text amendment for general practice veterinary clinics in the B-1 district would be less intensive than these urgent care centers, as they tend to operate within general business hours. Urgent care facilities often operate with extended hours and on weekends.

Meagher referenced the Master Plan's Future Land Use Map, stating that a majority of the City's B-1 districts are planned to remain commercial. Veterinary clinic usage would align with this future land use designation. Permitting this usage in neighborhood commercial districts may also help achieve the Master Plan's theme of equity and inclusion by promoting greater access to health and wellness services for residents with pets throughout the community.

Meagher shared that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code *Section 90-401B* and recommends the same to City Council.

Micele opened the public hearing at 7:17 pm. There was no public comment, and the public hearing was closed.

A motion was made Arnoys, seconded by Goodheart, to adopt the recommended text amendment to Zoning Code *Section 90-401B* and recommends the same to City Council

A vote on the motion passed unanimously.

### AGENDA ITEM NO. 3

#### Request to amend Zoning Code Section 90-424B Permitted Uses in the I-1 Zoning District (Wyoming Planning Staff)

Meagher explained that the Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City's Zoning Code with the vision set forth in this comprehensive plan. Through this review process, staff has identified that Distribution Centers may be compatible with the I-1 zoning district as a permitted use.

Meagher said that staff has received a number of inquiries seeking to verify the zoning districts where distribution centers are currently permitted in the City. Distribution Centers are currently defined in the City's Zoning Code as "A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business". However, the term "Distribution Center" is not specifically listed as a permitted use under any zoning district in the code.

Meagher explained that after reviewing the Distribution Center definition and the uses permitted

**B-1 Local Business District**

**Sec. 90-401B PRINCIPAL PERMITTED USES**

In the B-1 business district, the following uses are permitted:

- (1) Banks.
- (2) Savings and loans.
- (3) Mortgage companies.
- (4) Uses similar to the above.
- (5) Clothing services as follows:
  - (a) Laundry agency.
  - (b) Self-service laundry and dry cleaning.
  - (c) Dry cleaning establishment using not more than two clothes cleaning units, neither of which shall have a rated capacity of more than 40 pounds, using cleaning fluid which is nonexplosive and nonflammable.
  - (d) Dressmaking.
  - (e) Millinery.
  - (f) Tailor and pressing shop.
  - (g) Shoe repair shop.
- (6) Equipment services as follows:
  - (a) Radio or television shop.
  - (b) Electric appliance shop.
  - (c) Watch repair shop.
  - (d) Shoe repair shop.

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review	<ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Special Land Uses</li> <li>• Condominiums</li> <li>• PUDs</li> </ul>
<b>6.</b> Off-street Parking	<b>7.</b> Signs	<b>8.</b> Alternative & Renewable Energies	<b>9.</b> Nonconformities	<b>10.</b> Appeals and Administration	<b>11.</b> Form Based Code
Use Table	Zoning Map				

**Article 4B – B1 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

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- (e) Uses similar to the above.
- (7) Food service (excluding drive-in type businesses), the business of which shall be conducted entirely within an enclosed building, except that outdoor seating areas shall be permitted (such seating areas may be located in required yard setbacks, provided that such seating shall not impede pedestrian walkways or parking lots, and shall not include table service; all such seating shall be removed when out of season), as follows:
  - (a) Grocery, baked goods and delicatessen.
  - (b) Restaurant.
  - (c) Ice cream stand or shop.
  - (d) Uses similar to the above.
- (8) Offices as follows:
  - (a) Business.
  - (b) Medical.
  - (c) Professional.
- (9) Personal services as follows:
  - (a) Barbershop.
  - (b) Beauty shop.
  - (c) Health salon.
  - (d) Photographic studio.
  - (e) Uses similar to the above.
- (10) Retail service and retail stores generally as follows:
  - (a) Drugstore.
  - (b) Hardware store, paint and wallpaper.

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review <ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Special Land Uses</li> <li>• Condominiums</li> <li>• PUDs</li> </ul>	
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Use Table	Zoning Map				

**Article 4B – B1 Zoning District  
CITY OF WYOMING ZONING ORDINANCE**

- (c) Stationer.
  - (d) News dealer.
  - (e) Apparel shop.
  - (f) Household appliances.
  - (g) Flower shop.
  - (h) Gift shop.
  - (i) Variety stores.
  - (j) Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.
- (11) Accessory buildings and uses customarily incidental to the above uses.
- (12) Off-street parking.
- (13) Municipal buildings and uses.
- (14) Physical culture facilities, gymnasiums, and reducing salons
- (15) **Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens, and other similar uses.**

(Code 1983, § 60.52; Ord. No. 2-96, § 1, 2-20-96; Ord. No. 8-00, § 2, 5-15-00; Ord. No. 3-11, § 2, 5-2-11)

**Sec. 90-402B PERMITTED USES AFTER SPECIAL APPROVAL**

The following uses may be permitted in the B-1 business district subject to the approval of the planning commission:

- (1) Public utility buildings, telephone exchange buildings, electric transformers.
- (2) Radio and television towers.
- (3) Secondhand dealer.
- (4) Drive through restaurants.
- (5) Urgent Care Centers

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review <ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Special Land Uses</li> <li>• Condominiums</li> <li>• PUDs</li> </ul>	
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Use Table	Zoning Map				

**Article 4B – B1 Zoning District  
CITY OF WYOMING ZONING ORDINANCE**

(Code 1983, § 60.53; Ord. No. 02-08, § 1, 2-4-08; Ord. No. 02-09, § 1, 4-6-09; Ord. No. 3-11, § 3, 5-2-11; Ord. No. 17-14, § 1, 8-4-14)

**Sec. 90-403B REQUIRED CONDITIONS**

The following conditions are required for all uses in the B-1 business district:

- (1) All business, service, processing or storage shall be conducted wholly within a completely enclosed building. All lighting in connection with permitted business uses shall be so arranged as to reflect away from all adjoining residence buildings or residentially zoned properties.
- (2) All business or service establishments shall be for the purpose of dealing directly with consumers. All goods produced or processed on the premises shall be sold at retail on the premises where produced or processed.

(Code 1983, § 60.54)

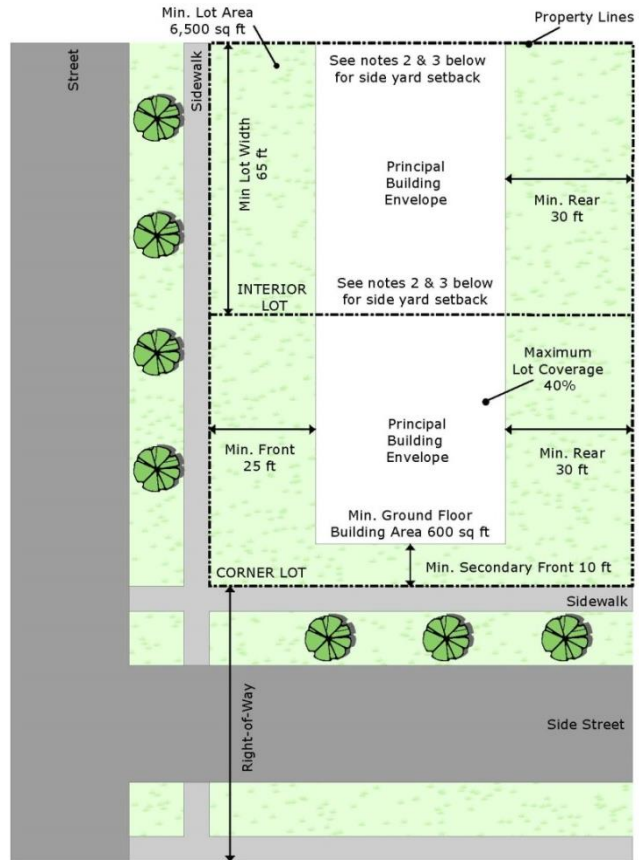
**Sec. 90-404B DEVELOPMENT STANDARDS**

Minimum Lot Area (1)(5)	6,500 sq ft
Minimum Lot Width (1)(5)	65 ft
Minimum Front Yard (4)(5)	25 ft
Minimum Rear Yard (3)	30 ft
Minimum Side Yard (2)(3)	

Minimum Ground Floor Building Area	600 sq ft
Maximum Building Height	35 ft
Maximum Lot Coverage	40%

**Sec. 90-405B SPECIFIC REQUIREMENTS**

- (1) Lots existing prior to June 3, 1991 may be utilized for building purposes provided that they are at least 40 feet in width, 4,000 square feet in area and that minimum required yard setbacks can be met.



<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review <ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Special Land Uses</li> <li>• Condominiums</li> <li>• PUDs</li> </ul>	
<b>6.</b> Off-street Parking	<b>7.</b> Signs	<b>8.</b> Alternative & Renewable Energies	<b>9.</b> Nonconformities	<b>10.</b> Appeals and Administration	<b>11.</b> Form Based Code
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**Article 4B – B1 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

- (2) Not required unless property abuts a residentially or industrially zoned district, in which case the minimum yard setback shall be 20 feet for that side yard abutting the residentially or industrially zoned district.
- (3) Where a B-1 business district borders a residentially zoned district, excepting where there is a public street or alley located between the districts, there shall be provided along the lot line bordering the residentially zoned district a solid fence or ornamental wall six feet in height above grade constructed of wood, concrete block, brick or comparable material on which there shall be no advertising. However, such fencing shall be reduced to a height of three feet for the nearest 20 feet in length that is perpendicular to a public street right-of-way. Where a public alley is located between the B-1 business district and the residentially zoned district, no fence or wall is required in those locations where a building housing a permitted use is located adjoining the alley or where driveway access is provided to the public alley. Where a public street is located between the B-1 business district and the residentially zoned district, no fence is required.
- (4)
  - (a) For the secondary front yard, there shall be a minimum front yard setback of ten feet except for along major thoroughfares where the minimum setback shall be 25 feet.
  - (b) A landscaped greenbelt, as described in section 90-64, shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.

**Sec. 90-406B ADDITIONAL REGULATIONS**

**(1) General Requirements**

- (a) Façade Standards. Section 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Screening of roof top equipment. Section 90-318
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Refuse disposal. Section 90-321

**(2) Development Procedures**

- (a) Special land uses. Section 90-507
- (b) Site Plan. Section 90-500
- (c) Site Condominiums. Section 90-509

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review <ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Special Land Uses</li> <li>• Condominiums</li> <li>• PUDs</li> </ul>	
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Use Table	Zoning Map				

**Article 4B – B1 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

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- (3) Administration and Enforcement**
- (a) Board of Zoning Appeals. Article 10
  - (b) Permits. Section 90-1008
  - (c) Non-conforming lot and uses. Article 9

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review <ul style="list-style-type: none"><li>• Site Plans</li><li>• Special Land Uses</li><li>• Condominiums</li><li>• PUDs</li></ul>	
<b>6.</b> Off-street Parking	<b>7.</b> Signs	<b>8.</b> Alternative & Renewable Energies	<b>9.</b> Nonconformities	<b>10.</b> Appeals and Administration	<b>11.</b> Form Based Code
Use Table	Zoning Map				

ORDINANCE NO. 5-22

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES  
BY AMENDING SECTION 90-424B IN ARTICLE 4B

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4B, Section 90-424B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-424B PERMITTED USES**

The following uses are permitted in the I-1 light industrial district within an enclosed building:

- (1) The wholesaling, or warehousing of any item except for the sale or leasing of motor vehicles.
- (2) Industrial establishments as follows:
  - (a) The assembly, fabrication, manufacture, packaging or treatment of such products as food products (excluding butchering and animal slaughtering), candy, drugs, cosmetics and toiletries, musical instruments, optical goods, toys, novelties, electrical instruments and appliances, radios and phonographs; pottery and figurines or other ceramic products using only previously pulverized clay.
  - (b) The assembly, fabrication, manufacture or treatment of such products from the following previously prepared materials: Bone, canvas, cellophane, cloth, cork, felt, fibre, glass, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stampings such as automobile fenders or bodies), shell, textiles, wax, wire, wood (excluding saw and planing mills) and yarns.
  - (c) Tool and die shops; metal-working machine shops involving the use of grinding or cutting tools, manufacturing of tools, dies, jigs and fixtures; publishing, printing or forming of box, carton and cardboard products.
  - (d) Laboratories, research or testing.
  - (e) Central dry cleaning plants and laundries.
- (3) Public utility buildings, telephone exchange buildings and electric transformers.
- (4) Accessory buildings and uses customarily incidental to the above uses.
- (5) Off-street parking.
- (6) Office type uses.
- (7) Billboards, when abutting a freeway or major thoroughfare.
- (8) Municipal buildings and uses.
- (9) Building and construction contractors with no outside storage.
- (10) Distribution Centers

Section 2. This ordinance shall take effect on \_\_\_\_\_, 2022.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

January 31, 2022

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Permit Distribution Centers as a Permitted Use in the I-1 District (Section 90- 424B)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on January 18, 2022. A motion was made by Arnoys, supported by Goodheart, to recommend to the City Council adoption of revised *Section 90-424B Principal Permitted Uses* Zoning Ordinance text amendment which would permit Distribution Centers in I-1 zone districts. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

Staff has received a number of inquiries seeking to verify the zoning districts where distribution centers are currently permitted in the City. Distribution Centers are currently defined in the City's Zoning Code as "A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business." However, the term "Distribution Center" is not specifically listed as a permitted use under any zoning district in the code.

Based on this definition and the permitted uses outlined it was recommended that distribution centers be permitted in the I-1 zone district. Updating the code to include Distribution Centers as a permitted use in I-1 districts will provide greater economic opportunity for future business owners and also give staff needed clarity administering the zoning code moving forward.

During the public hearing no members of the public spoke on the proposed ordinance. The proposed zoning code text amendment is attached.

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CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

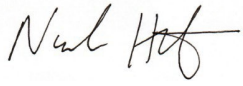
Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Director of Planning and Economic Development  
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

Meagher explained that the B-1 zoning district also already allows Urgent Care Veterinary Clinics as a special use. The proposed text amendment for general practice veterinary clinics in the B-1 district would be less intensive than these urgent care centers, as they tend to operate within general business hours. Urgent care facilities often operate with extended hours and on weekends.

Meagher referenced the Master Plan's Future Land Use Map, stating that a majority of the City's B-1 districts are planned to remain commercial. Veterinary clinic usage would align with this future land use designation. Permitting this usage in neighborhood commercial districts may also help achieve the Master Plan's theme of equity and inclusion by promoting greater access to health and wellness services for residents with pets throughout the community.

Meagher shared that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code *Section 90-401B* and recommends the same to City Council.

Micele opened the public hearing at 7:17 pm. There was no public comment, and the public hearing was closed.

A motion was made Arnoys, seconded by Goodheart, to adopt the recommended text amendment to Zoning Code *Section 90-401B* and recommends the same to City Council

A vote on the motion passed unanimously.

### AGENDA ITEM NO. 3

#### Request to amend Zoning Code Section 90-424B Permitted Uses in the I-1 Zoning District (Wyoming Planning Staff)

Meagher explained that the Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City's Zoning Code with the vision set forth in this comprehensive plan. Through this review process, staff has identified that Distribution Centers may be compatible with the I-1 zoning district as a permitted use.

Meagher said that staff has received a number of inquiries seeking to verify the zoning districts where distribution centers are currently permitted in the City. Distribution Centers are currently defined in the City's Zoning Code as "A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business". However, the term "Distribution Center" is not specifically listed as a permitted use under any zoning district in the code.

Meagher explained that after reviewing the Distribution Center definition and the uses permitted

in other zoning districts, the use appears to best mirror the uses already permitted in the I-1 Light Industrial District. The I-1 District permits warehousing, office uses, and wholesaling operations, all of which reflect the usage components under the Distribution Center definition. Updating the code to include Distribution Centers as a permitted use in I-1 districts could provide more economic opportunity for future business owners looking to start or relocate a business to Wyoming, and could also give staff more clarity in their efforts to administer the zoning code moving forward.

Meagher explained that in reference to the Master Plan, the majority of existing I-1 zoning districts are planned to remain as either “Business Park” or “Industrial” districts. Distribution center usage would align with both of these future land use designations.

Meagher said that the Development Review Team recommends that Planning Commission adopt the recommended text amendments to Zoning Code *Section 90-424B* and recommends the same to City Council.

Micele opened the public hearing at 7:19 pm. There was no public comment and the public hearing was closed.

A motion was made by Arnoys, seconded by Goodheart, to adopt the recommended text amendments to Zoning Code *Section 90-424B* and recommends the same to City Council.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 4

Request to amend Form Based Code Section 90-1305 Transparency Requirements  
(Wyoming Planning Staff)

Meagher stated that the Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City’s Form Based Code with the vision set forth in this comprehensive plan. Through this review process, staff has identified a section in the code regarding transparency requirements that could be improved to better meet the Master Plan’s vision for creating vibrant commercial districts.

Meagher explained that in the Form Based Code district, new commercial buildings must meet a specific percentage of window transparency for facades facing public streets. This required transparency is intended to help commercial dining and retail spaces better interact with the public realm, which can help encourage a more walkable and vibrant commercial district. To help ensure that views in and out of commercial spaces are unobstructed, the Form Based Code prohibits the placement of display shelves to obstruct these two-way views along building frontages where transparency is required. Meagher said that staff has recently received a couple

**I-1 Light Industrial District**

**Sec. 90-424B PERMITTED USES**

The following uses are permitted in the I-1 light industrial district within an enclosed building:

- (1) The wholesaling, or warehousing of any item except for the sale or leasing of motor vehicles.
- (2) Industrial establishments as follows:
  - (a) The assembly, fabrication, manufacture, packaging or treatment of such products as food products (excluding butchering and animal slaughtering), candy, drugs, cosmetics and toiletries, musical instruments, optical goods, toys, novelties, electrical instruments and appliances, radios and phonographs; pottery and figurines or other ceramic products using only previously pulverized clay.
  - (b) The assembly, fabrication, manufacture or treatment of such products from the following previously prepared materials: Bone, canvas, cellophane, cloth, cork, felt, fibre, glass, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stampings such as automobile fenders or bodies), shell, textiles, wax, wire, wood (excluding saw and planing mills) and yarns.
  - (c) Tool and die shops; metal-working machine shops involving the use of grinding or cutting tools, manufacturing of tools, dies, jigs and fixtures; publishing, printing or forming of box, carton and cardboard products.
  - (d) Laboratories, research or testing.
  - (e) Central dry cleaning plants and laundries.
- (3) Public utility buildings, telephone exchange buildings and electric transformers.
- (4) Accessory buildings and uses customarily incidental to the above uses.
- (5) Off-street parking.
- (6) Office type uses.
- (7) Billboards, when abutting a freeway or major thoroughfare.
- (8) Municipal buildings and uses.
- (9) Building and construction contractors with no outside storage.

(10) **Distribution Centers**

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review	<ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Special Land Uses</li> <li>• Condominiums</li> <li>• PUDs</li> </ul>
<b>6.</b> Off-street Parking	<b>7.</b> Signs	<b>8.</b> Alternative & Renewable Energies	<b>9.</b> Nonconformities	<b>10.</b> Appeals and Administration	<b>11.</b> Form Based Code
Use Table	Zoning Map				

**Article 4B – I-1 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

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(Code 1983, § 60.60; Ord. No. 2-96, § 2, 2-20-96; Ord. No. 06-06, § 1, 2-6-06; Ord. No. 03-07, § 3, 2-5-07)

**Sec. 90-425B PERMITTED USES AFTER SPECIAL APPROVAL**

The following uses may be permitted in the I-1 light industrial district subject to the approval of the planning commission.

- (1) Truck terminals.
- (2) Trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair.
- (3) Recreational vehicle storage yards.
- (4) Mineral extraction, borrow pit or topsoil removal.
- (5) Radio, television, microwave or wireless communication towers.
- (6) Service stations, including accessory restaurant uses within the building. Drive-through window access may be permitted.
- (7) Athletic training facility.

(Code 1983, § 60.61; Ord. No. 21-98, § 6, 10-5-98; Ord. No. 8-12, § 1, 7-2-12; Ord. No. 12-13, § 2, 9-3-13)

**Sec. 90-426B OPEN STORAGE**

All manufacturing activities in the I-1 light industrial district shall be conducted within an enclosed building, except that external storage of materials shall be permitted, provided that the storage area shall be visibly screened from all streets and adjoining commercial and residential properties with a noncombustible fence or wall, or with a non-deciduous planted screen, at least five feet in height and at least 80 percent solid, and of such design and constructed of such material and maintained in such a manner as shall be in keeping with the character of the area. In instances where the building inspector determines that any wall required by this chapter will satisfy any portion of this open storage screening requirement, the building inspector may waive such applicable portion of this open storage screening requirement.

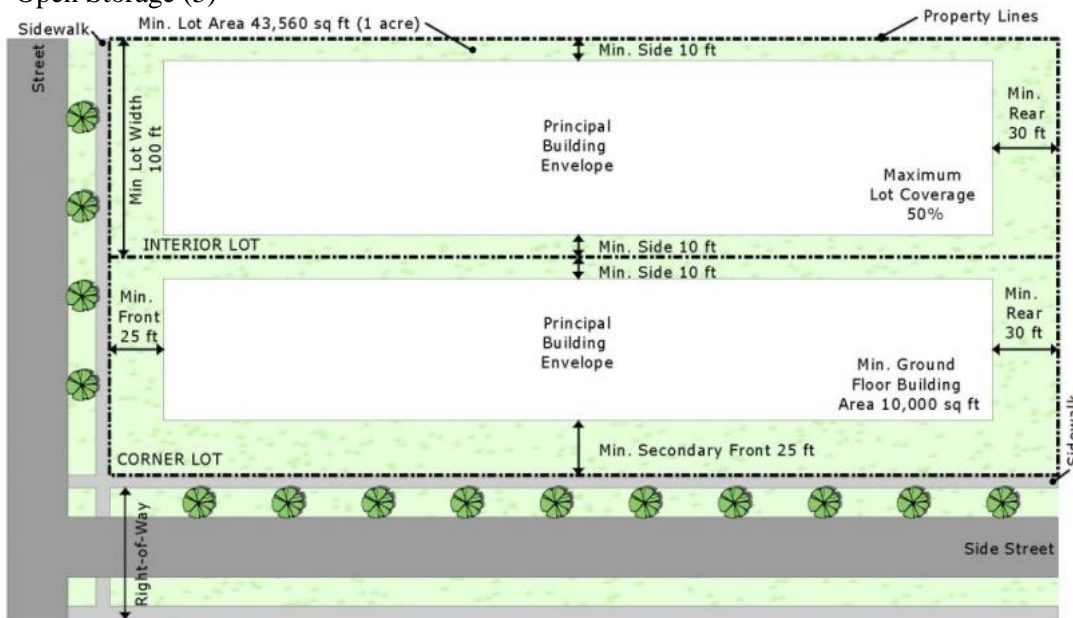
(Code 1983, § 60.62)

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review <ul style="list-style-type: none"><li>• Site Plans</li><li>• Special Land Uses</li><li>• Condominiums</li><li>• PUDs</li></ul>	
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**Sec. 90-427B DEVELOPMENT STANDARDS**

Minimum Lot Area	43,560 sq ft
Minimum Lot Width (3)	100 ft
Minimum Front Yard (1)(3)	25 ft
Minimum Rear Yard (4)	30 ft
Minimum Side Yard (2)(4)	10 ft

Minimum Ground Floor Building Area	10,000 sq ft
Maximum Building Height	45 ft
Maximum Lot Coverage	50%
Open Storage (5)	



**Sec. 90-428B SPECIFIC REQUIREMENTS**

- (1)
  - (a) For the secondary front yard, there shall be a minimum setback of 25 feet.
  - (b) Parking shall not be permitted in the required front yard and secondary front yard setbacks, except that parking may be permitted in conjunction with site plan approval in that portion of the required front yard located more than 25 feet from the street right-of-way of property which abuts 28th Street.
  - (c) A landscaped greenbelt, as described in Section 90-328, shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review <ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Special Land Uses</li> <li>• Condominiums</li> <li>• PUDs</li> </ul>	
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**Article 4B – I-1 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

- (2) For the side yard property which abuts a residentially zoned district, the minimum side yard setback shall be 25 feet of which a minimum of ten feet shall be landscaped.
- (3) For all properties which border 28th Street, the front lot line shall be deemed as bordering 28<sup>th</sup> Street, the minimum front yard shall be 50 feet, the minimum lot width shall be 100 feet and the minimum lot depth shall be 200 feet.
- (4) Where an I-1 light industrial district borders a residentially zoned district, excepting where there is a public street or alley located between the districts, there shall be provided along the lot line bordering the residentially zoned district a solid fence or ornamental wall six feet in height above grade constructed of wood, concrete block, brick or comparable material on which there shall be no advertising. However, such fencing shall be reduced to a height of three feet for the nearest 20 feet in length that is perpendicular to a public street right-of-way. Where a public alley is located between the I-1 light industrial district and the residentially zoned district, no fence or wall is required in those locations where a building housing a permitted use is located adjoining the alley or where driveway access is provided to the public alley. Where a public street is located between the I-1 light industrial district and the residentially zoned district, no fence is required.
- (5) All manufacturing activities in the I-1 light industrial district shall be conducted within an enclosed building, except that external storage of materials shall be permitted, provided that the storage area shall be visibly screened from all streets and adjoining commercial and residential properties with a noncombustible fence or wall, or with a non-deciduous planted screen, at least five feet in height and at least 80 percent solid, and of such design and constructed of such material and maintained in such a manner as shall be in keeping with the character of the area. In instances where the building inspector determines that any wall required by this chapter will satisfy any portion of this open storage screening requirement, the building inspector may waive such applicable portion of this open storage screening requirement.

**Sec. 90-429B ADDITIONAL REGULATIONS**

**(1) General Requirements**

- (a) Façade Standards. Section 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Screening of roof top equipment. Section 90-318
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Refuse disposal. Section 90-321

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review	<ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Special Land Uses</li> <li>• Condominiums</li> <li>• PUDs</li> </ul>
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**Article 4B – I-1 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

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- (2) Development Procedures**
  - (a) Special land uses. Section 90-507
  - (b) Site Plan. Section 90-500
  - (c) Site Condominiums. Section 90-509
  
- (3) Administration and Enforcement**
  - (a) Board of Zoning Appeals. Article 10
  - (b) Permits. Section 90-1008
  - (c) Non-conforming lot and uses. Article 9

<b>1.</b> Purpose, Validity, and Scope	<b>2.</b> Definitions	<b>3.</b> General Requirements	<b>4.</b> Zoning Districts	<b>5.</b> Development Review <ul style="list-style-type: none"><li>• Site Plans</li><li>• Special Land Uses</li><li>• Condominiums</li><li>• PUDs</li></ul>	
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Use Table	Zoning Map				

ORDINANCE NO. 6-22

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES  
BY AMENDING SECTION 90-1305 IN ARTICLE 11, DIVISION 3

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 11, Division 3, Section 90-1305 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**90-1305 TRANSPARENCY**

Facade Transparency requirements for building elevations facing principal and secondary frontage lines are indicated as a percentage of clear glass to solid wall in Division 6 Building Type Standards and Division 7 Private Frontage Type Standards.

Transparency shall be subject to the following requirements:

- A. Clear Glass. Only clear or lightly tinted glass in windows, doors and display windows shall be considered transparent.
- B. Calculation. The calculation of the percentage of transparency shall include only the glass within the windows, doors and display windows.
- C. Reflective Surfaces. The use of highly reflective surfaces, including reflective glass and mirrors is prohibited on the ground floor.
- D. Security Shutters. Exterior steel barriers, hurricane curtains and other security devices are not permitted on the exterior of the building. If they are located in the interior of the building, they may not be visible from the sidewalk or public right-of- way during business hours.
- E. Obstructions. Interior display shelves, merchandise, corridor walls, or any other objects or structures are not permitted to block or obscure clear views into or out of the building's principal activity floor area at windows, doors or display windows that are included as part of the required transparency.
- F. Stairwells. Where stairwells are introduced to the outer building wall of a building, the exterior of the stairwell and exit door shall be at least seventy (70) percent transparent.

Section 2. This ordinance shall take effect on \_\_\_\_\_, 2022.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2022.

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Kelli A. VandenBerg  
Wyoming City Clerk

January 31, 2022

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Transparency Requirements in the Form Based Code District (Section 90-1305)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

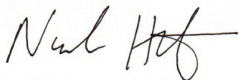
The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on January 18, 2022. A motion was made by Hall, supported by Hegyi, to recommend to the City Council adoption of revised *Section 90-1305 Transparency Zoning Ordinance* text amendment which would further clarify transparency requirements in the Form Based Code District. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

In the Form Based Code district, new commercial buildings must meet a specific percentage of window transparency for facades facing public streets. The intent is to help commercial dining and retail spaces better interact with the public realm, which encourages a more walkable and vibrant commercial district. The proposed amendment will clarify transparency requirements along these commercial frontages, making it easier for staff to administer the code for meeting this commercial vision.

During the public hearing no members of the public spoke on the proposed ordinance. The proposed zoning code text amendment is attached.

Respectfully submitted,



Nicole Hofert, Director of Planning and Economic Development  
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

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CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

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**Jack A. Poll, Mayor**

in other zoning districts, the use appears to best mirror the uses already permitted in the I-1 Light Industrial District. The I-1 District permits warehousing, office uses, and wholesaling operations, all of which reflect the usage components under the Distribution Center definition. Updating the code to include Distribution Centers as a permitted use in I-1 districts could provide more economic opportunity for future business owners looking to start or relocate a business to Wyoming, and could also give staff more clarity in their efforts to administer the zoning code moving forward.

Meagher explained that in reference to the Master Plan, the majority of existing I-1 zoning districts are planned to remain as either “Business Park” or “Industrial” districts. Distribution center usage would align with both of these future land use designations.

Meagher said that the Development Review Team recommends that Planning Commission adopt the recommended text amendments to Zoning Code *Section 90-424B* and recommends the same to City Council.

Micele opened the public hearing at 7:19 pm. There was no public comment and the public hearing was closed.

A motion was made by Arnoys, seconded by Goodheart, to adopt the recommended text amendments to Zoning Code *Section 90-424B* and recommends the same to City Council.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 4

##### Request to amend Form Based Code Section 90-1305 Transparency Requirements (Wyoming Planning Staff)

Meagher stated that the Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City’s Form Based Code with the vision set forth in this comprehensive plan. Through this review process, staff has identified a section in the code regarding transparency requirements that could be improved to better meet the Master Plan’s vision for creating vibrant commercial districts.

Meagher explained that in the Form Based Code district, new commercial buildings must meet a specific percentage of window transparency for facades facing public streets. This required transparency is intended to help commercial dining and retail spaces better interact with the public realm, which can help encourage a more walkable and vibrant commercial district. To help ensure that views in and out of commercial spaces are unobstructed, the Form Based Code prohibits the placement of display shelves to obstruct these two-way views along building frontages where transparency is required. Meagher said that staff has recently received a couple

of site plan applications that have proposed “false corridors” between facades with transparency requirements and interior retail spaces in order to obscure pedestrian views from in and out of the building. To ensure that the Master Plan’s vision to bolster the economic vitality of commercial corridors is met, staff is proposing an amendment that further clarifies prohibited obstructions where building façade transparency is required.

Meagher said that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Form Based Code *Section 90-1305* and recommends the same to City Council.

Micele opened the public hearing at 7:22p.m. There was no public comment and the public hearing was closed.

A motion was made by Hall, seconded by Hegyi, to adopt the recommended text amendment to Form Based Code *Section 90-1305* and recommends the same to City Council.

Hall asked if this amendment included signage.

Meagher clarified that signage is not included in this amendment and is covered by a different section of the code.

Hegyi asked for a definition of corridor walls.

Meagher explained that staff has received a number of submittals where developers have proposed a wall between the street frontage and the main floor area which obscures views from in or out of the building which deviates from the intent of the Form Based code.

Weller asked if there would be any exceptions to this amendment in the future.

Meagher explained that the Form Based Code generally only permits pedestrian oriented commercial uses, such as retail stores, restaurants, and office spaces, all of which this amendment would apply to.

## AGENDA ITEM NO. 6

### Learning & Growth

Micele presented background information on learning and growth. Micele stated that the Mayor will make a presentation to the Planning Commission at the February 15, 2022 meeting regarding the two ballot proposals coming up in May. VanDuren and Micele explained the goals and the purpose of learning and growth.

**90-1304 OUTDOOR SEATING**

- A. Outdoor seating shall be permitted with the following building types:
  - 1. Mixed Use Building
  - 2. Retail Building
  - 3. Zero Lot Line Retail Building
  - 4. Live/Work Building
  - 5. Civic Building
- B. Outdoor seating shall require sketch plan review and approval by the City Planner.
- C. A minimum pedestrian clear space of five (5) feet shall be provided at all times.
- D. Trash receptacles related to the outdoor seating area shall be maintained and shall be removed from the public right-of-way during non-business hours.
- E. Outdoor dining areas shall be designed so as to be architecturally compatible with existing structures on the site.
- F. If located on public property or within the public right-of-way, an encroachment permit shall be required. Such permit shall be obtained through the applicable City department(s).

**91-1305 TRANSPARENCY**

Facade Transparency requirements for building elevations facing principal and secondary frontage lines are indicated as a percentage of clear glass to solid wall in Division 6 Building Type Standards and Division 7 Private Frontage Type Standards. Transparency shall be subject to the following requirements:

- A. Clear Glass. Only clear or lightly tinted glass in windows, doors and display windows shall be considered transparent.
- B. Calculation. The calculation of the percentage of transparency shall include only the glass within the windows, doors and display windows.
- C. Reflective Surfaces. The use of highly reflective surfaces, including reflective glass and mirrors is prohibited on the ground floor.
- D. Security Shutters. Exterior steel barriers, hurricane curtains and other security devices are not permitted on the exterior of the building. If they are located in the interior of the building, they may not be visible from the sidewalk or public right-of-way during business hours.
- E. **Obstructions Interior Display.** Interior display shelves, merchandise, **corridor walls, or any other objects or structures** are not permitted to block or obscure clear views into or out of the building's **principal activity floor area** at windows, doors or display windows that are included as part of the required transparency.
- F. Stairwells. Where stairwells are introduced to the outer building wall of a building, the exterior of the stairwell and exit door shall be at least seventy (70) percent transparent.

**92-1306 CIVIC BUILDINGS**

Civic buildings are not required to meet the Building Type Standards or Private Frontage Standards of the City of Wyoming Form Based Code. Civic buildings are structures that contain uses of special public importance including, but not limited to municipal buildings, churches, libraries and schools.

**90-1307 ROOF TOP SCREENING**

All rooftop mechanical, communication, and similar devices shall be screened from view of adjacent properties and streets. Screening shall be so designed as to be an integral part of the building. The screening material shall match the building's material and color or be another material or color that is compatible with the building exterior.

**90-1308 BUILDING SETBACK FROM RESIDENTIAL**

There shall be a minimum twenty-five (25) foot building setback from existing R-2 residential zoning districts as measured from the lot line to any proposed exterior building wall as indicated on Map 90-1309.

**90-1309 BUILDING HEIGHT TRANSITION AREA**

There shall be a building height transition area (Refer to Map 90-1309) for lots located within the Corridor Urban (CU) and Corridor General (CG) Context Areas abutting existing R-2 residential zoning districts and when abutting the Corridor Residential (CR) Context Area. Within the building height transition area, buildings shall be limited to two (2) stories. The building height transition area shall be one hundred forty feet (140') in depth.

**90-1310 NONCONFORMITIES**

Any lawful use of any land or building existing on December 31, 2013 and located in a zoning district in which it would not be permitted as a new use under the regulations of this chapter is hereby declared a nonconforming use and not in violation of this section, subject to the regulations of this Division.

- A. Nonconforming Uses of Buildings and Structures. Nonconforming uses of buildings and structures in the Form Based Code shall adhere to the provisions of Article IX.
- B. Nonconforming Due to Building Type Standards or Frontage Standards. For buildings and structures that do not conform to the building type standards and/or frontage standards of this Form Based Code, but are otherwise conforming to use, certain relief is provided and such buildings and structures shall be deemed conforming. Alterations, repair, maintenance or other activities requiring building permit shall conform to the provisions of this Form Based Code when such actions meet the Applicability provisions contained in Division 2, 90-1200.
- C. Nonconforming Signs. Nonconforming signs shall meet the provisions of Section 90-710.
  - 1. Nonconforming Sign Removal Incentive. In an effort to encourage the eventual elimination of nonconforming signs, protect public health, safety, and welfare, as well as reduce visual clutter and improve the aesthetics of the area, the following incentive is established to encourage conformance with the Division 9. When a non-conforming sign is removed and replaced with a conforming sign per Division 9 of the Form Based Code, the applicant shall be eligible for an increase in total sign area not to exceed twenty percent (20%) of the permitted sign area of the replacement sign.